

**NHPC Limited**  
(A Government of India Enterprises)



**TENDER DOCUMENT**

**Name of work: - “Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”.**

**Proc. & Contract Complex  
Teesta-V Power Station, Balutar  
Distt. East Sikkim**



एनएचपीसी लिमिटेड

NHPC LIMITED

(भारत सरकार का उद्यम )  
(A Govt. of India Enterprise)

तीस्ता V पावर स्टेशन  
Teesta V Power Station

सिंगताम, पूर्वी सिक्किम - 737134  
Singtam, East Sikkim- 737134



IS/ISO9001 IS/ISO14001 IS18001

आई एम एस प्रमाणित पावर स्टेशन  
IMS certified Power Station  
दूरभाष/Ph: 03592-247349  
फैक्स/Fax: 03592-247227/349

NH/TSV/P&C/CC-23/NIT-20/2014/437

Date: 09-09-2014

## Notice Inviting Tenders

Teesta-V Power Station, NHPC Ltd. invites sealed items rate tenders under two envelope system from the eligible contractors registered in appropriate category in States, Central Govt. Agencies, for each of the following works:-

Name of Work & Package No.	Estimated Cost of work	Earnest Money	Cost of Document	Time Allowed for completion	Date of Receipt of tender	Date of opening of Envelop-1 (Techno-commercial bid)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014.	9,68,157/-	19,000/-	500/-	2 Months	On or before 29-09-2014 upto 15:30 hrs	29-09-2014 at 04:00PM

1. Tender documents are available for downloading at the site [www.nhpcindia.com](http://www.nhpcindia.com). The tenderers who have downloaded the tender documents from the NHPC website would have to pay the cost of tender documents in shape of demand draft in favour of **NHPC Ltd payable at Singtam**. Any addition, deletion or editing of the downloaded tender document is strictly prohibited. If any alterations are observed / noticed at any stage such tenders are liable for outright rejection.
2. Tender documents consisting of qualification information and eligibility criterion of Tenderers, plan, specifications, drawings, the Bill of quantities of work to be done and the set of terms & conditions of contract to be complied with by the Contractor can be seen in the office of the Manager (E)- P&C, Teesta-V Power Station, NHPC Ltd .O. Singtam, Sikkim-737134 on any working day before tender submission date. Tender documents will be issued from Office of Manager (E)- P&C on all working days w.e.f. **09-09-2014 to 27-09-2014** during office hours on payment of cost of tender document (non refundable) by demand draft payable to NHPC Ltd. at Singtam. Complete tender documents can also be downloaded from the site [www.nhpcindia.com](http://www.nhpcindia.com).
3. **Bidder Qualification Criteria:** The bidders who wish to apply for tender for the subject package shall satisfactorily establish to meet the following :
  - i) The bidder should have successfully executed in past, similar nature of works of requisite value specified hereunder during preceding 07(seven) years,\* supported with award letters & successful completion certificate(s) issued by concerned deptt Confirming to either of the following.
    - a) One (1) order, amounting to at least 80% of the estimated value,  
OR
    - b) Two (2) orders, each amounting to at least 50% of estimated value  
OR
    - c) Three (3) orders, each amounting to at least 40% of estimated value.

**Note:** Similar works is defined as "**All Civil Construction works**".

Ñ The reference date for considering the period of preceding 7 years shall be the last day of the month previous to the one in which the tender invited.

AND

The average annual financial turnover of the intending bidder during the last three years ending **31-03-2014** should be at least 30% of the estimated cost.

- ii) Bidder should have following documents and submit documents as proof in this regard:-
  - a) Registration certificate / Enlistment certificate / Incorporation certificate in any Govt. deptt. / Statutory body / PSU shall be submitted
  - b) PAN No. Registration
  - c) EPF No. Registration
  - d) Service Tax No. Registration

- e) VAT Registration/Exemption certificate
- f) ESI Registration

All necessary supporting documents shall be submitted with Technical Bid.

4. **Submission of Bid:** All the documents should be stamped & signed by the bidder

- a) **The First envelope** clearly marked “ **Techno Commercial** ” should contain following :
  - (i) DD/Bankers cheque of ₹500/-drawn in favour of NHPC Ltd ,payable at Singtam against tender fee /cost of documents in case tender is downloaded from website
  - (ii) Earnest Money deposit (EMD) /~~Bid Security~~.
  - (iii) Copy of EPF Registration No.
  - (iv) Copy of ESI registration.
  - (v) Copy of PAN Number registration.
  - (vi) Copy of Service tax registration.
  - (vii) VAT registration / exemption certificate
  - (viii) Duly filled and signed copy of Tender Document.
  - (ix) All other requisite documents mentioned in above Clause No. 3.

- b) **The Second Envelope** should contain the price Bid and shall be marked clearly “**PRICE BID**” The Second envelope of only those tenderers who submit the requisite documents in the **First Envelope** and found qualifying & valid shall be opened. All other offers shall be returned to the bidders as non-qualifying bid.

List of documents:

- (i) Duly filled copy of Annexure-1 Schedule of Quantities & Prices’ strictly in prescribed format enclosed with tender, with quoted rates to be mentioned both in figures as well as word.
- (ii) Rebate, if any, should be offered on percentage basis and to be applied uniformly to all the unit rates of schedule of quantities.

**Note: If any tax is not included, it should clearly & separately mentioned with applicable rates. Otherwise it shall be presumed that offer is inclusive of all taxes as applicable.**

Both sealed envelopes should be placed inside a third larger envelope, **outer envelope** shall be **super scribed** as “Envelope 1 & Envelope 2” along with **NIT No. and Due date of opening and with complete address of the bidder specified in bottom left corner.**

- 5. Tender documents requested by mail will be dispatched by registered/ speed post on payment of an extra amount of ₹100/-. The authority inviting tenders will not be held responsible for the postal delay, if any, in the delivery of the documents or non-receipt of the same.
- 6. Receipt of applications for issue of tender document by post will be stopped from 1600 hrs, seven days before the date fixed for opening of tenders. Sale of tender forms on the counter will be stopped three days before the date fixed for opening of tenders.
- 7. Tender documents must be delivered to the office issuing Tender document, on or before deadline for submission of Bids. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received on the next working day at the same time and venue.  
Techno-commercial bids will be opened immediately after deadline for submission of Bid in the same office, and successful bidder in Techno-commercial evaluation will be informed separately.
- 8. The tender for the work shall remain open for acceptance for a period of one hundred twenty days from the date of opening of tenders. If any bidder/tenderers withdraws his bid/tender before the said period or makes any modifications in the terms and conditions of the bid, the said earnest money shall stand forfeited.
- 9. The contractor shall comply with all applicable mandatory legal requirements in providing services to 3x170MW Teesta-V Power Station, NHPC Ltd, Singtam relating to environment and occupational health & safety management system.
- 10. Statutory Regulation: The contractor shall observe all labour laws and shall abide by all the applicable statutory rules and regulation of Govt. of India & Govt. of Sikkim. All such expenses / payments required to be made to follow such statutory regulations, shall be made by the contractor only.
- 11. The successful tenderer shall have to take workmen compensation insurance policy cover of the manpower engaged on the said work and necessary certificate shall be furnished to the Engineer-in-charge before start of the work.
- 12. Employer reserves the right to cancel the tendering process at any time before award of work.
- 13. For any query /clarification on the tender may be sought from Manager (E)- P&C, Teesta-V Power Station, Balutar, East Sikkim – 737134 on phone : (03592) – 247349 or through email – tscontract@gmail.com.

**For and on behalf of NHPC Ltd.**

**Distribution:-**

## Internal Distribution:

- i) Manager(Tech) to GM for kind information to GM please.
- ii) Manager (Infra), Teesta-V PS
- iii) Manager(Vigilance) Teesta-V PS

## External Distribution:- Copy to following offices/ notice board for wide publicity of NIT -

- i) Executive Director, \region-Siliguri, Regional Office, Vidyut Nagar, P.O. Satelite Township, Jalpiguri, WB, PIN- 734015.
- ii) General Manager, Teesta Low Dam – IV Project, Kalijhora, WB
- iii) Genegar Manager, Rangit PS, Rangit Nagar, S. Sikkim.
- iv) General Manager, Teesta-IV Project Dipudara, P.O. Singtam, East Sikkim,
- v) Chief Engineer, TLDP-III PS, Rambi.
- vi) The Executive Engineer, PWD, Gangtok
- vii) The District Collector, (East) Govt. of Sikkim, Gangtok
- viii) The District Collector, (North) Mangan, North Sikkim
- ix) The S.E. PWD, Gangtok of Sikkim, East Sikkim
- x) The Assistance Engineer, PWD, Singtam, East Sikkim
- xi) Notice Board Balutar/Dikchu/Samdong Colony

**SECTION II**

**INSTRUCTIONS TO BIDDERS**

**(ITB)**

## Section II: Instructions to Tenderers

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## Section-II

### Instructions to Bidders (ITB)

#### A. General

##### 1. Scope of Bid

1.1 The NHPC Ltd. hereinafter referred to as Employer invites bids for the work of **“Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”**. The bidders may submit bids for any or all of the works detailed in the table given in the Notice Inviting Tender.

1.2 The successful Bidder will be required to complete the Works in the Time allowed for Completion specified in the Schedule D in accordance with Conditions of Contract .

1.3 Throughout these documents, the terms “bid” and “tender” and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

##### 2. Eligible Bidders

2.1 This Invitation for Bid is open to :

a) Deleted

b) all eligible bidders meeting the Eligibility criteria as defined in clause 3.3 .

2.2 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

##### 3. Qualification of the Bidder

3.1 Deleted

3.2 All bidders shall include the following information and documents with their bids in, Qualification Information unless otherwise stated in the ITB:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) Deleted

(c) experience in works of a similar nature and size of the last seven years, and details of works in progress or contractually committed with certificates from the concerned officer of the rank of Executive Engineer or equivalent;

(d) Deleted

(e) Deleted

(f) Reports on the financial standing of the bidder, such as i) profit & loss statement and auditor's report or ii) turnover certificate duly certified by chartered Accountant for the past three years.

(g) Deleted

(h) Deleted

(i) Information regarding any litigation or arbitration during the last five years in which the Bidder is involved, the parties concerned, the disputed amount, and the matter;

~~(j) the proposed methodology and programme of construction, backed with equipment and material planning and deployment, duly supported with broad calculations, justifying their capability of execution and completion of the work as per technical specifications and within the stipulated period of completion.~~

3.3 A The bidders who wish to apply for tender for the subject package shall satisfactorily establish to meet the following :

i) The bidder should have successfully executed in past, similar nature of works of requisite value specified hereunder during preceding 07(seven) years,\* supported with award letters & successful completion certificate(s) issued by concerned deptt. Confirming to either of the following.

a) One (1) order, amounting to at least 80% of the estimated value,

OR

b) Two (2) orders, each amounting to at least 50% of estimated value

OR

c) Three (3) orders, each amounting to at least 40% of estimated value.

**Note:** Similar works is defined as **“All Civil construction works”**.

*\* The reference date for considering the period of preceding 7 years shall be the last day of the month previous to the one in which the tender is invited.*

AND

*The average annual financial turnover of the intending bidder during the last three years ending 31.03.2014 should be at least 30% of the estimated cost.*

3.3 B (a) Each bidder must produce:

- (i) PAN No. and EPF Registration No., ESI Registration;
- (ii) A declaration that the information furnished with the bid documents is correct in all respects; and
- (iii) Such other certificates as defined in the ITB. Failure to produce the certificates shall make the bid non-responsive.

(b) Each bidder must demonstrate:

- ~~(i) availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Schedule L;~~
- ~~(ii) availability for construction work of technical personnel as stated in the Schedule L.~~
- ~~(iii) availability of credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract.~~
- (c) A certificate on letter pad shall be submitted by the bidder to the effect that the contractor shall not assign, sub-let or sub-contract all or any part of its rights, liabilities, or obligations to be performed without NHPC's prior written permission.

**3.3 C** To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

**3.3D Sub-Contractors'** experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria.

**3.4** In case of Joint Venture the each partner of Joint Venture should meet the Qualification Criteria in proportion to his interest in the Joint Venture.

**3.5** Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- (i) made misleading or false representations in the forms, statements, declarations and attachments submitted in proof of the qualification requirements; and/or
- (ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- (iii) participated in the previous bidding for the same work and had quoted abnormally high or low bid prices and could not furnish rational justification for it to the Employer.

**Note** The requirements of clause 3.2(j) and 3.3Bb shall be applicable for Works with estimated cost of more than 1.0 Crore.

#### **4. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

#### **5. Site Visit**

5.1 The tenderers, in their own interest, should inspect and examine the site and its surroundings and satisfy themselves, before submitting their tender, in respect of the site conditions including but not restricted to the following which may influence or affect the work or cost thereof under the Contract:

- a) Site conditions including access to the site, existing and required roads and other means of transport/ communication for use by them in connection with the works;
- b) Requirement and availability of land and other facilities for their enabling works, colonies, stores and workshops etc.;
- c) Ground conditions including those bearing upon transportation, disposal, handling and storage of materials required for the work or obtained therefrom;
- d) Source and extent of availability of suitable materials including water, etc. and labour (skilled and un-skilled), required for work and Laws and Regulations governing their use and employment;
- e) Geological, meteorological, topographical and other general features of the site and its surroundings as are pertaining to and needed for the performance of the work;
- f) The limit and extent of surface and sub-surface water to be encountered during the performance of the work and the requirement of drainage and pumping;
- g) The type of equipment and facilities needed, preliminary to, for and in the performance of the work; and
- h) All other information pertaining to and needed for the work including information as to the risks, contingencies and other circumstances which may influence or affect the work or the cost thereof



under this contract.

- 5.2 The tenderers should note that information, if any, in regard to the site and local conditions, in these tender documents, except for the material agreed to be supplied by the Employer, has been given merely to assist the tenderers and is not warranted to be complete.
- 5.3 The tenderers should note and bear in mind that the Employer shall bear no responsibility for the lack of acquaintance of the site and other conditions or any information relating thereto, on their part. The consequences of the lack of any knowledge, as aforesaid, on the part of the tenderers shall be at their risk and cost and no charges or claims whatsoever consequent upon the lack of any information, knowledge or understanding shall be entertained or payable by the Employer.

## **B. Bidding Documents**

### **6. Content of Bidding Documents**

6.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 8 of ITB.

- 1 Notice Inviting Tender
2. Information and Instructions to Tenderers
- 3 Tender Form, Form of declaration, Qualification Information and Schedules
- 4 General Conditions of Contract,
- 5 Forms of Bank Guarantees.
- 6 Special Conditions of Contract
- 7 Safety Manual
- 8 Specifications
- 9 Tender Drawings

6.2 The bidder is expected to examine carefully all instructions, Forms, Bill of Quantities, qualification information and other schedules, General and Special conditions of contract, specifications, and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 22 hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected.

### **7. Clarification of Bidding Documents and Pre-bid Meeting**

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification received earlier than 15 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 7.2.1 Deleted
- 7.2.2 Deleted
- 7.2.3 Deleted
- 7.2.4 Deleted
- 7.2.5 Deleted

### **8. Amendment of Bidding Documents**

8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing by registered post or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Clause 18 of ITB.

## **C. Preparation of Bids**

### **9. Language of Bid**

All documents relating to the Bid shall be in English language.

### **10. Documents Comprising the Bid**

10.1 The Bid submitted by the Bidder shall be in two separate parts:

**Part I** This shall be named "Technical Bid" and shall comprise of:

- I. For bidding documents downloaded from the website, the cost of tender document in the shape of Demand draft/ Banker's Cheque/banker cheque shall be placed in a separate cover, marked "Cost of Tender Document downloaded from the internet";
- II. Earnest Money in a separate cover marked 'Earnest Money';
- III. Tender Form, Form of Declaration, Qualification information and other schedules, supporting documents, as specified in Clause 3 of ITB.
- IV. any other information/documents required to be completed and submitted by bidders, as specified in the ITB,

**Part II.** It shall be named "Financial Bid" and shall comprise of Priced Bill of Quantities for items specified in Schedule A

**10.2** Each part shall be separately sealed and marked in accordance with Sealing and Marking instructions in clause 17 of ITB.

**10.3** The following documents, which if not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
1	Notice inviting Tender
2	Information and Instruction to the Tenderers
7	Safety manual
8	Specifications
9	Tender Drawings

#### **11. Bid Prices**

**11.1** The Contract shall be for the whole Works, as described in Clause 1. 1 of ITB, based on the priced Bill of Quantities submitted by the Bidder.

#### **11.2 Deleted**

Item rate method requires the bidder to quote rates and prices for all items of the Works described in the Bill of Quantities. The item for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities, corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

For Item Rate Method, in case a tenderer chooses to offer a rebate, then he should do so by offering the same on percentage basis to be applied uniformly to all the unit rates of Schedule of Quantities and Prices

**11.3** All duties, taxes, royalties and other levies payable by the Contractor under the Contract, or for any other cause, as applicable 28 days prior to deadline for submission of Bid, shall be included in the total bid price submitted by the Bidder.

**11.4** The rates and prices quoted by the Bidder shall hold good till completion of work.

#### **12. Currencies of Bid**

The rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

#### **13. Bid Validity**

**13.1** Bids shall remain valid for a period of 120 days after the deadline date for bid submission specified in Clause 18 of ITB.

**13.2** In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his Earnest Money. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his earnest money for a period of the extension, and in compliance with Clause 14 of ITB in all respects.

#### **14. Earnest Money**

**14.1** The Bidder shall furnish, as part of the Bid, Earnest Money, for the amount specified in the NIT/ Schedule D and in the form Demand draft/ Banker's Cheque in favour of 'NHPC Ltd, Teesta-V Power Station' payable at SINGTAM or Bank Guarantee issued by any scheduled Commercial Bank in the prescribed format. **Earnest**

~~Money if submitted by bidder in the form of bank Guarantee, the original Bank Guarantee shall be submitted along with the bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter."~~

However, in case, Earnest Money has been submitted by the bidder in the form of Demand draft/ Banker's Cheque, the information relating to the particulars of the bidders bank shall be submitted by the bidders along with the bid in the ECS Form at section-V. The Earnest Money of unsuccessful bidders shall be remitted by the employer in the above account through ECS mode.

**14.2** Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer as non-responsive.

**14.3** The Earnest Money of unsuccessful bidders will be returned within 28 days of the award of works to the successful bidder.

**14.4** The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposit.

**14.5** The Earnest Money may be forfeited:

- a) if the Bidder withdraws the Bid after bid opening (technical bid) during the period of Bid validity;  
or
- b) if the Bidder adopts corrupt or fraudulent practices  
or
- c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to i.  
sign the Agreement; and/or  
ii. Furnish the required Performance Security Deposit.

## **15. Alternative Proposals by Bidders**

Bidders shall submit offers that comply with the requirements of the bidding documents, including the Bill of Quantities and the basic technical design as indicated in the drawings and specifications. Alternative proposals will be rejected as non-responsive.

## **16. Format and Signing of Bid**

**16.1** The Bidder shall submit one set of the bid comprising of the documents as described in Clause 10 of ITB.

**16.2** The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.

- a) If the tender is submitted by an individual, it shall be signed by the proprietor above his full name and name of the firm with its current business address.
- b) If the tender is submitted by a proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its name and current business address.
- c) If the tender is submitted by a firm in partnership, it shall be signed by all the partners of the firm above their full names and current business addresses, or by a partner holding the power of attorney for the firm for signing the tender, in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed duly registered and current business address of all the partners of the firm shall also accompany the tender.
- d) If the tender is submitted by a limited company or a limited corporation, it shall be signed by a duly authorised person holding the power of attorney or any other legally valid document for signing the tender, in which case a certified copy of the power of attorney or any such legally valid document shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.
- e) If the tender is submitted by a Joint venture/ consortium of firms, one of the partners shall be nominated as the lead Partner who shall submit complete information pertaining to each partners in the Joint venture/ consortium and shall be authorized to receive instructions and incur liabilities for and on behalf of the Joint Venture/Consortium during pre-award/post award (if awarded) and this authorization shall be evidenced in the Joint Venture Agreement submitted with the tender signed by legally authorized signatories of all the partners. The tender and in case of successful tender, the agreement shall be signed by all partners of the Joint Venture/Consortium so as to be legally binding on all partners. All partners of the Joint Venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contractual terms, and a statement to this effect shall be included in the Joint Venture Agreement copy of which shall be submitted with the tender.
- f) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures. Each page of the Tender Documents shall be signed by the tenderer.

**16.3** The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and initialing and dating it by the person or persons signing the Bid.

## **D. Submission of Bids**

### **17. Sealing and Marking of Bids**

**17.1** The Bidder shall place the two separate envelopes (called inner envelopes) marked "Technical Bid" and "Financial Bid" in one outer envelope. The inner envelopes will have markings as follows:

Technical Bid: To be opened on **29/09/2014** (date and time of Technical Bid opening as per clause 20.1 of ITB.)

Financial Bid: Not to be opened except with the approval of the Employer.

The contents of the Technical and Financial Bids shall be as specified in clause 10.1 of ITB.

**17.2** The inner and outer envelopes containing the Technical and Financial Bids shall

- a) be addressed to the Employer at the address provided in the Appendix to ITB;
- b) bear the name and identification number of the Contract as defined in clause 1.1 of ITB; and
- c) provide a warning not to open before the specified time and date for Bid opening as defined in clause 20.1 of ITB.

**17.3** In addition to the identification required in Clause 17.2, each of the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 19 of ITB, or is declared non-responsive pursuant to Clause 20 of ITB.

### **18. Deadline for Submission of Bids**

**18.1** Complete Bids (including Technical and Financial) must be received by the Employer/ Authority inviting Tender at the address specified in the Tender issue Form not later than the date and time indicated in the Tender issue Form. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be received up to the specified time on the next working day.

**18.2** The Employer may, in the exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8 of ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **19. Late Bids**

Any Bid received by the Employer after the deadline prescribed in Clause 18 of ITB will be returned unopened to the Bidder.

## **E. Bid Opening and Evaluation**

### **20. Bid Opening**

**20.1** The Employer/ Authority inviting Tender will open the bids received (except those received late) in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the Tender issue Form. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

**20.2** The envelope containing the technical bid shall be opened. The inner envelope marked "cost of tender document downloaded from the internet" will be opened first and if the cost of the bidding documents is not paid by the bidder, the remaining bid documents will not be opened, and bid will be rejected.

**20.3** In all other cases, the amount of Earnest Money, forms and validity shall be announced. Thereafter, the bidders' names and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

**20.4** Evaluation of the technical bids with respect to bid security, qualification information and other information furnished in Part I of the bid in pursuant to Clause 10.1 of ITB, shall be taken up and a list will be drawn up of the responsive bids whose financial bids are eligible for consideration.

**20.5** The Employer shall inform the bidders, whose technical bids are found responsive, date, time and place of opening of Financial bids as stated in the Tender issue Form. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. Tenderer or their representative, may chose to attend the meeting of opening of financial bids.

**20.6** At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with clause 20.4 of ITB will be announced. The financial bids of only these bidders will be opened. The remaining bids will be returned unopened to the bidders. The responsive bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price which is not read out and recorded, will not be taken into account in Bid Evaluation

**20.7** The Employer/ Authority inviting tender at his discretion may open Technical and Financial Bid

simultaneously and evaluate the Bid completely including checking for responsiveness.

## **21. Process to be Confidential**

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

## **22. Examination of Bids and Determination of Responsiveness**

**22.1** During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid:

- (a) meets the eligibility criteria defined in Clauses 2 and 3;
- (b) has been properly signed;
- (c) is accompanied by the required securities; and
- (d) is substantially responsive to the requirements of the bidding documents. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications and drawings.

**22.2** A substantially responsive "Bid" is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one :

- (a) which affects in any substantial way the scope, quality, or performance of the Works;
- (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or
- (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids or
- (d) which is inconsistent with the bidding documents, .

**22.3** If a "Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **23. Correction of Errors**

**23.1** In the Bill of Quantities the rates shall be written both in words and in figures. Tenderer shall also show the total on each page and the Grand Total of the whole Contract. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

**23.2** If on check, there are found to be differences between the rates given by the contractor in words and figures or in the amount worked out by him in the Bill of Quantities and General Summary, the same shall be adjusted in accordance with the following rules.

- a) In the event of a discrepancy between description in words and figures quoted by a tenderer, the description in words shall prevail.
- b) In the event of an error occurring in the amount column of Bill of Quantities as a result of wrong multiplication of unit price and quantity, the unit price shall be regarded as firm and multiplication shall be amended on the basis of the price.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) The totals of various sections of Bill of Quantities amended shall be carried over to the General Summary and the tendered sum amended accordingly. The tendered sum so altered shall, for the purpose of tender, be substituted for the sum originally tendered and considered for acceptance instead of the original sum quoted by the tenderer. Any rounding off of quantities or in sections of Bill of Quantities or in General Summary by the tenderer shall be ignored.

## **24. Evaluation and Comparison of Bids**

**24.1** The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 22 of ITB.

**24.2** In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction, if any, for errors pursuant to Clause 23 of ITB.

**24.3** In case bids are invited on Item Rate Method/Percentage method and if the bid of the successful bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 of ITB be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract. The amount of the increased performance security shall be decided at the sole discretion of the Employer, which shall be final, binding and conclusive on the bidder.

**25.** Deleted

## **F. Award of Contract**

### **26. Award Criteria**

Subject to Clause 28 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined:

- i. to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 2 of ITB, and (b) qualified in accordance with the provisions of Clause 3 of ITB; and (c) the evaluated Bid Price is within a reasonable variation of the estimated amount of Work, and
- ii. Deleted

### **27. Employer's Right to Accept any Bid or Reject any or all Bids**

Notwithstanding Clause 26 above, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

### **28. Notification of Award and Signing of Agreement.**

**28.1** The bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period through the "Letter of Acceptance", which will state the sum that the Employer will pay to the Contractor in consideration of the execution, completion by the Contractor as prescribed by the Contract.

**28.2.** The notification of award will constitute the formation of the Contract until the Formal Agreement is signed pursuant to clause 28.3 of ITB. and further subject only to the furnishing of a performance security deposit in accordance with the provisions of Clause 29 of ITB.

**28.3.** The Agreement will incorporate all agreements between the Employer and the successful bidder. It will be signed by the Employer and the successful bidder after the performance security deposit is furnished.

**28.4** Upon the furnishing by the successful Bidder of the Performance Security deposit, the Employer will return the Earnest Money of the other Bidders informing that their Bids have been unsuccessful.

### **29. Performance Security Deposit**

**29.1** Within 30 (thirty) days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Employer a Performance Security of 2% percent of the Contract Price, plus additional security for unbalanced bids in accordance with Clauses 24.3 of ITB and Clause 3 of General Conditions of Contract valid till end of Defect Liability Period.

**29.2** The performance security deposit shall be in the form of a Demand draft/ Banker's Cheque from a scheduled bank or a Bank Guarantee in the name of the Employer, from a Scheduled commercial bank.

**29.3** Failure of the successful Bidder to comply with the requirements of Clause 29.1. shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money. He will also be debarred from participating in bids invited by the Project for one year.

### **30. Advances**

Deleted

### **31 Corrupt or Fraudulent Practices**

The Employer requires the bidders/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

## Schedule L

### Instructions to Tenderers Clause Reference

- (1.1) The Works
- (1.1) Identification No. of the works is: **PACKAGE No.**
- (3.3B) (a) Other certificates required with the bid **As per NIT/ITB**
- (iii) are:

- (3.3 B) (b) The Number of Technical personnel, Qualifications and Experience will be as follows:  
(ii) **( Project may modify the requirement of Technical Personnel)**  
A. The Technical Personnel are:

<b>Technical Personnel</b>	<b>Number</b>	<b>Experience in Civil Works Supervision</b>
<del>[A] Works costing Rs 50 Lacs to Rs. 1 Crores</del> <del>i). Degree / Diploma Holder in Civil Engineering</del>	<del>1</del>	<del>2 years</del>
<del>[B] Works costing between 1 Crore to Rs. 5 Crores</del> <del>i). Degree /Diploma Holder in Civil Engineering</del>	<del>2</del>	<del>2 years</del>
<del>[C] Works costing between Rs. 5 Crores and Rs. 10 Crores</del> <del>i). Degree/Diploma Holder in Civil Engineering</del>	<del>3</del>	<del>2 years</del>
<del>[D] Works costing above Rs. 10 Crores</del> <del>i). Degree/Diploma Holder in Civil Engineering</del>	<del>4</del>	<del>2 years</del>

**Signature of Employer/Authorised Signatory**  
**Date:**

## **SECTION III**

- **TENDER FORM,**
- **FORM OF DECLARATION,**
- **QUALIFICATION INFORMATION**
- **SCHEDULES**



## Section III

### TENDER FORM

To,

The Manager (E),  
P&C Complex,  
NHPC Ltd.,  
Teesta-V Power Station,  
Balutar, Distt.- East Sikkim

We have read and examined the following tender documents relating to **“Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”**.

- a) Agreement form
- b) Notice Inviting Tender
- c) Information and Instructions to Tenderers
- d) Tender Forms, Form of Declaration, and Qualification information and Schedules  
A, B, C, D, E, F, G, K, L
- e) General Conditions of Contract and Contract Data
- f) Forms for Deeds of Guarantees and Hypothecation
- g) Special Conditions of Contract
- h) Safety Manual

II. Technical Specifications

III. Drawings.

2. We hereby tender for execution of the work referred to in the documents mentioned in paragraph one above upon the terms and conditions contained or referred to in the aforesaid documents and in accordance in all respects with the specifications, designs, drawings and other details given herein and at the rates contained in Schedule-A and within the period(s) of completion as given in Schedule-D and subject to such terms and conditions as stipulated in the contract.
3. We agree to keep this tender open for acceptance for 120 days from the date of opening thereof and also agree not to make any modifications in its terms and conditions on our own accord.
4. A sum of **₹19,000.00 (Rupees nineteen thousand) only** is hereby enclosed in form of Demand draft/ Banker's Cheque/ ~~Bank Guarantee~~ from a Nationalized or Scheduled Bank of India as Earnest Money. We agree that if we fail to keep the validity of tender open, as aforesaid, or make any modification in the terms and conditions of our tender on our own accord and/or fail to commence the execution of the works as provided in the documents referred to in paragraph-1 above, after the acceptance of our tender, we shall become liable for forfeiture of our earnest money, as aforesaid, and the Employer shall

without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.

Should this tender be accepted, we agree to abide by and fulfill all the terms and conditions and provisions of the above mentioned tender documents.

We certify that the Tender submitted by us is strictly in accordance with the terms, conditions, specifications etc. as contained in your Tender Documents, referred to in paragraph-1 above, and it does not contain any deviations to the aforesaid documents. It is further certified that information furnished in the Tender submitted by us correct to the best of our knowledge and belief.

(Signature of person duly authorised to sign the Tender on behalf of the Contractor alongwith seal of company)

Witness:

Name\_\_\_\_\_

Signature\_\_\_\_\_

Designation\_\_\_\_\_

Name of Company\_\_\_\_\_

Date\_\_\_\_\_

Name & Address\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Postal Address\_\_\_\_\_

\_\_\_\_\_

Telegraphic Address:\_\_\_\_\_

Telephone No.\_\_\_\_\_

Telex No.\_\_\_\_\_

Fax No.\_\_\_\_\_ E.Mail \_\_\_\_\_

**FORM OF DECLARATION**

M/s-----**(name of Tenderer)** having its registered office at ----- (hereinafter referred to as 'the Tenderer') having carefully studied all the Tender documents, specifications, drawings, etc. pertaining to the Work for **“Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”** the local and site conditions and having undertaken to execute the said works.

DO HEREBY DECLARE THAT:

1. The Tenderer is familiar with all the requirements of the Contract.
2. The Tenderer has not been influenced by any statement or promise of any person of the Employer but only the Contract Documents.
3. The Tenderer is financially solvent.
4. The Tenderer is experienced and competent to perform the Contract to the satisfaction of Employer.
5. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State and Central Government of India that may affect the work, its performance or personnel employed therein.
6. The Tenderer hereby authorise the Employer to seek reference from the bankers of Tenderer for its financial position.
7. The Tenderer undertakes to abide by all labour welfare legislations.
8. The statement submitted by the Tenderer is true and correct.

For and on behalf of the Tenderer  
PER PRO \_\_\_\_\_

Dated:

Sd/-

-----  
-----

## Qualification Information

### Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post-qualification as provided for in Clause 3 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

#### 1. Individual Bidders

1.1	Constitution or legal status of Bidder <i>[attach copy]</i>  Place of registration: _____  Principal place of business: _____ Power of attorney or any other legally valid document with regard to authenticity of signatory of Bid	
1.2	Total annual volume of civil engineering construction work executed and payments received in the last five years preceding the year in which bids are invited. (Attach certificate from Chartered Accountant)	<b>Financial Year (Turnover Rs. In lakhs)</b> 1 200- - 200- ----- 2 200- - 200- ----- 3 200- - 200- ----- 4 200- - 200- ----- 5 200- - 200- -----
1.3	PAN No. <i>[attach copy]</i>	-----
1.4	EPF Registration No. <i>[attach copy]</i>	-----

1.5	Work performed as prime Contractor (in the same name and style) on construction works of a similar nature and volume over the last five years. Attach certificate from the Engineer-in-charge
-----	---

Project Name	Name of Employer/client	Description of work	Value of contract	Contract No.	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

- 1.6 Deleted
- 1.7 Deleted
- 1.8 Deleted

1.9 Financial Reports for the last three years: i) balance sheet, profit & loss statement, auditor's report, Income Tax Return or ii) turnover certificate duly certified by chartered Accountant. Refer also to Clause 3.2(f) of the Instructions to Tenderers.

---

- 1.10 Deleted
  - 1.11 Deleted
- 

1.12 Information on current litigation cases in which the Bidder is involved. Refer also to Clause 3.2(i) of the Instructions to Tenderers

Name of other party(s)	Cause of dispute	Litigation Where		Amount involved
		Court	Arbitration	

- 1.13 Deleted

**SCHEDULE-A**

**GENERAL SUMMERY - ABSTRACT**

**SCHEDULE OF QUANTITIES AND PRICES**

<b>Sl. No.</b>	<b>Name of Work</b>	<b>In Figures</b>	<b>In Words</b>
1			
2			
3			
4.			
	<b>TOTAL</b>		

**Total (Contract Sum): Rupees -----**

**Signature of Contractor**

**SCHEDULE - B**

**NOT APPLICABLE**

**SCHEDULE -C**

**SCHEDULE FOR ACHIEVEMENT OF MAJOR MILESTONES OF WORKS AND  
COMPENSATION FOR DELAY**

(Refer Clause-40 of General Conditions of Contract and Schedule-E)

<b>Sl. No.</b>	<b>Description of works (Group/Sub-Group)</b>	<b>Schedule completion Period from the date of issue of Letter of Award</b>	<b>Compensation for delay</b>
1	Work as a whole	two months	0.035% per day of Contract Price subject to a maximum of 5% (Five percent) of Contract Price of Group A

**Signature of Contractor**

## **SCHEDULE - D**

**Schedule for chargeable interest rates against advances, completion time, defect liability period, percentages of various components for price variation/adjustment**

<b>S. NO.</b>	<b>CLAUSE NO.</b>	<b>DESCRIPTION</b>	<b>STIPULATION</b>
1	3.2	Performance Security Deposit	2% of Contract Price
	3.3	Retention Money	3% of Contract Price
2	6.2	Number of Copies of Contract to be furnished	Two copies
3	14 of ITB	Earnest Money Deposit	₹19,000.00/-
4	11.2 of ITB	Tenders invited on	Item Rate Method
5	13.2 of ITB	Schedule of Rate applicable	As per BOQ
6	18.2, iii) GCC	Contractor's Overheads, Profit, and Supervision charges	____ * 15 %
7	34.8 GCC	<del>Public Liability Limits plus Property Liability Limits not exceeding</del>	10% of Contract Sum
8	39.1	Time allowed for execution of the Work as a whole	two month
9	43	Defect liability Period	6 Months

\* Shall not be more than 20.

**Signature of Contractor**



**SCHEDULE – E**

**CONSTRUCTION SCHEDULE**

**NOT APPLICABLE**

**SCHEDULE- F**

**NOT APPLICABLE**

**SCHEDULE - G**

**NOT APPLICABLE**

**SCHEDULE - K**

**NOT APPLICABLE**

## **SECTION- IV**

### **GENERAL CONDITIONS OF CONTRACT**

## SECTION -IV

### GENERAL CONDITIONS OF CONTRACT

#### **CLAUSE-1: DEFINITIONS:**

In the contract, the following expression shall, unless the context otherwise requires, have the meanings thereby respectively assigned to them:

- (i) **Contract:** means the document forming the tender, acceptance thereof and the formal agreement executed between the NHPC Ltd and the Contractor, together with documents referred to therein.
- (ii) **Contract Price:** means the amount arrived at by multiplying the quantities shown in the Bill of Quantities by the respective item rates as allowed and included in the Letter of Acceptance.
- (iii) **Contractor:** means the successful tenderer who is awarded contract to perform the work covered under these tender documents and shall be deemed to include the contractor's successors, executors, representatives or assigns.
- (iv) **Corporation or Employer:** means the NHPC Ltd. having its registered office at Sector 33, Faridabad (Haryana), Pin-121003 and includes therein legal representatives, successors and assigns.
- (v) **Day:** means a calendar day beginning and ending at midnight.
- (vi) **Tender Drawings:** means the drawings referred to in the Specifications and/or appended with the tender document.
- (vii) **Construction Drawing:** means such drawings approved in writing by the Engineer-in-Charge/ Employer and issued for actual construction of the Works from time to time by the Engineer-in-Charge.
- (viii) **Drawing:** means and shall include Tender drawing and Construction Drawing.
- (ix) **Engineer-in-Charge/Engineer:** means the Engineering Officer nominated by the Employer or its duly authorised representative to direct, supervise and be incharge of the works for the purpose of this contract.
- (x) **General Manager or Chief Engineer:** means the General Manager or the Chief Engineer of the Employer, as the case may be.
- (xi) **Letter of Award or Acceptance:** means a letter from the Employer/Engineer-in-Charge conveying the acceptance of the tender/offer subject to such reservations as may have been stated therein.
- (xii) **Specifications :** means the Technical specification of the Works included in the Contract and any modification thereof or addition thereto made under Clause 18 or submitted by the Contractor and approved by the Engineer.
- (xiii) **Sub-contractor :** means any person named in the Contract as a Subcontractor for a part of the Works or any person to whom a part of the Works has been subcontracted with the consent of the Employer and the legal successors in title to such person, but not any assignee of any such person.
- (xiv) **Cost :** means all expenditure properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- (xv) **Bill of Quantities or Schedule of Quantities & Prices:** means the priced and completed bill of quantities forming part of the Contract.
- (xvi) **Time for Completion :** means the time for completing the execution of and passing the Tests on Completion of the Works or any Section or part thereof as stated in the Contract(or as extended under Clause 39) calculated from the Commencement Date.
- (xvii) **Permanent works :** means the permanent works to be executed (including Plant) in accordance with the Contract.
- (xviii) **Temporary works :** means all temporary works of every kind (other than Contractor's Equipment)

required in or about the execution and completion of the Works and the remedying of any defects therein.

- (xix) **Contractor's Equipment** : means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein, but does not include Plant, materials or other things intended to form or forming part of the Permanent Works.
- (xx) **Site**: means the land and/or other places, on or through which the works are to be executed including any other lands or places which may be allotted for the purpose of the contract.
- (xxi) **Urgent Works**: means any urgent measures, which in the opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of accident or failure or to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason the Engineer-in-Charge may deem expedient.
- (xxii) **Week**: means seven consecutive calendar days.
- (xxiii) **Work or Works**: means Permanent Works and/or Temporary Works to be executed in accordance with the Contract.
- (xxiv) **Plant**: means machinery, apparatus and like intended to form or forming part of Works.

#### **CLAUSE-2: INTERPRETATIONS:**

- 2.1 Words imparting the singular only shall also include the plural; he includes she and vice versa unless this is repugnant to the context. Unless specifically defined, words shall have normal meaning under the language of Contract.
- 2.2 Heading and marginal notes in these General Conditions shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof of the Contract.
- 2.3 Any error in description, quantity or price in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the Works comprised therein according to drawings and Specifications or from any of his obligations under the Contract.
- 2.4 Detailed drawings shall be followed in preference to small scale drawings (sketch drawings) and figured dimensions in preference to scaled dimensions. In the case of discrepancy between the Letter of acceptance issued by Employer, Special Conditions of Contract, Technical Specifications, General Conditions of Contract, the Tender Drawings and/or Bill of Quantities and other documents of Contract the following order of precedence shall prevail:
  - a) Agreement
  - b) Letter of acceptance issued by Employer;
  - c) Contractor's Bid
  - d) Special Conditions of Contract;
  - e) General Conditions of Contract s
  - f) Technical Specifications;
  - g) Bill of Quantities;
  - h) Tender Drawings;
  - i) Safety Manual.
  - j) Any other document forming part of the Contract

#### **CLAUSE-3 : SECURITY DEPOSIT FOR PERFORMANCE:**

- 3.1 The Security Deposit shall comprise of following

- i) Performance Security Deposit to be furnished by the Contractor at the time of Award of Work.
  - (ii) Retention Money to be recovered from Interim bills of the Contractor.
- 3.2 The Contractor within 30 (Thirty) days from the date of issue of Letter of Acceptance, shall furnish a Performance security deposit of 2% (two percent) of the Contract Price for due performance of contract, in any one of the following forms:
- (a) Demand draft/ Banker's Cheque on any Nationalised/scheduled Bank of India in the name of Employer; or
  - (b) Bank Guarantee from an Indian Nationalised/Scheduled Bank of India or a foreign bank through its branch located in India acceptable to Employer in the prescribed proforma.
- 3.3 Retention money shall be deducted by the Engineer-in-Charge from the interim bills of the Contractor @ 3% (three percent) of the total value of each bill of the work done (including those of price variation) towards security deposit.
- 3.4 If the Contractor expressly requests in writing, he will be permitted to convert the amount of Retention Money deducted from his interim bills into Bank Guarantee as per prescribed proforma.
- 3.5 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract or any other contract or on any other account whatsoever, may be deducted from Security Deposit. Also in the event of the contractor's Security Deposit being reduced by reasons of such deductions, as aforesaid, the Contractor shall, within 14 days of receipt of notice of demand from the Engineer-in-Charge, make good the deficit in Security Deposit.
- 3.6 Should there arise any occasion under the Contract due to which the periods of validities of Bank Guarantees as may have been furnished by the Contractor from time to time, are required to be extended/renewed, the Contractor shall get the validity periods of such guarantees extended/renewed, and furnish these to the Engineer-in-Charge one month before the expiry date of the aforesaid Guarantees originally furnished failing which the existing Bank Guarantees shall be invoked by the Engineer – in – charge. Also in case of any deficit in securities on any account as might occur or is noticed, the Contractor shall forthwith recoupe/replace the same with acceptable Security Deposit.
- 3.7 Bank Guarantees as aforesaid shall be valid till the date of expiry of Defects Liability Period under the Contract (Clause 43).

**CLAUSE-4 : REFUND OF SECURITY DEPOSIT:**

The Security Deposit less any amount due shall, on demand, be returned to the contractor after 14 days of expiry of Defects Liability Period (referred in Clause 43 hereof) No interest on the amount of Security Deposit shall be paid to the Contractor at the time of release of Security Deposit as stated above.

**CLAUSE-5 : SUFFICIENCY OF TENDER:**

- 5.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Tender and of the rates and prices stated in the Bill of Quantities, all of which shall, except insofar as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and the remedying of any defects therein.
- 5.2 If, however, during the execution of the Works the Contractor encounters physical obstructions or physical conditions, other than climatic conditions on the Site, which obstructions or conditions were, in his opinion, not foreseeable by an experienced Contractor, the Contractor shall forthwith give notice thereof to the Engineer-in-Charge. On receipt of such notice, the Engineer-in-Charge shall, if in his opinion such obstructions or conditions could not have been reasonably foreseen by an experienced contractor shall determine and shall notify the Contractor accordingly, with approval of the Employer. Such determination shall take account of any instruction which the Engineer-in-Charge may issue to the Contractor in connection therewith, and any proper and reasonable measures acceptable to the

Engineer-in-Charge which the Contractor may take in the absence of specific instructions from the Engineer-in-Charge.

**CLAUSE-6: CONTRACT DOCUMENTS:**

- 6.1 The Contract shall be signed in two originals, one for each party to the Contract. The language of the contract shall be English.
- 6.2 The Contractor shall furnish free of charge two (as indicated in Schedule D) true copies of the Contract to the Employer.
- 6.3 One copy of Contract shall be kept by the contractor on the Site in good order and the same shall at all reasonable time be available for inspection and use by the Engineer-in-Charge, his representatives or by other Inspecting Officers.
- 6.4 None of these Documents shall be used by the Contractor for any purpose other than that of this contract.

**Clause 7 : LIFE-SAVING APPLIANCES AND FIRST-AID EQUIPMENT:**

The Contractor shall provide and maintain upon the works sufficient, proper and efficient life-saving appliances and first-aid equipment in accordance with the requirement of ILO Convention No.62. The appliances and equipment shall be available for use at all time.

**Clause 8 : DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE :**

- 8.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works.
- 8.2 The Engineer-in-Charge may, from time to time in writing, delegate to his representative any of the powers and authorities, vested in the Engineer-in-Charge and shall furnish to the contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the contractor within the terms of such delegation shall bind the contractor and the Employer as though it has been given by the Engineer-in-Charge.
- 8.3 Failure of the representative of the Engineer-in-Charge to disapprove any work or materials shall be without prejudice to the power of the Engineer-in-Charge thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof. The Contractor shall, at his own expense, again carry out such works as directed by the Engineer-in-Charge.
- 8.4 If the Contractor is dissatisfied with any decision of the representative of the Engineer-in-Charge, he will be entitled to refer the matter to the Engineer-in-Charge who shall thereupon confirm, reverse or vary such decision and the decision of the Engineer-in-Charge in this regard shall be final and binding on the contractor.

**CLAUSE 9: ASSIGNMENT AND SUB-LETTING:**

The Contractor shall not sub-let, transfer or assign the whole or any part of the work under the Contract. Provided that the Engineer-in-Charge may, at his discretion, approve and authorise the Contractor to sub-let any part of the Work, which, in his opinion, is not substantial, after the Contractor submits to him in writing the details of the part of the work(s) or trade proposed to be sublet, the name of the sub-contractor thereof together with his past experience in the said work/trade and the form of the proposed sub-contract. Nevertheless any such approval or authorisation by the Engineer-in-Charge shall not relieve the Contractor from his any or all liabilities, obligations, duties and responsibilities under the Contract. The Contractor shall also be fully responsible to the Employer for all the acts and omissions of the sub-contractor, his employees and agents or persons directly employed by the Contractor. However, the employment of piece-rate workers and purchase of

material shall not be construed as sub-letting. Request for sub- contracting shall contain.

- a) Contractor's certification regarding the financial soundness of the proposed Sub-contractor for the work;
- b) its scope and estimated value in relation to the Contract Price;
- c) experience of the Sub-contractor, in the related areas of work;
- d) the manpower, equipment, material and other resources available with the Sub-contractor for the work;
- e) domicile of the Sub-contractor and particulars of its other existing operations or contracts if any, in India.

**CLAUSE-10: FACILITIES TO OTHER CONTRACTORS:**

10.1 The Contractor shall, in accordance with the requirements of the work as decided by the Engineer-in-Charge, afford all reasonable facilities to other contractors engaged contemporaneously on separate contracts and for departmental labour and labour of any other properly authorised authority or statutory body which may be employed at the site for execution of any work not included in the Contract or of any contract which the Employer may enter into in connection with or ancillary to the works. In all matters of conflict of interest, the Engineer-in-Charge shall direct what compromise should be made and his decision shall be final and binding on the parties.

10.2 If, however, pursuant to Sub-Clause 10.1 the Contractor shall, on the written request of the Engineer-in-Charge:

- (a) make available to any such other contractor, or to the Employer or any such authority, any roads or ways the maintenance of which is the responsibility of the Contractor ,
- (b) permit the use, by any such, of Temporary facilities or Contractor's Equipment on the Site, or
- (c) provide any other service of whatsoever nature for any such,

the Engineer-in-Charge shall determine the payment admissible to the Contractor at the cost of other contractors or Employer as the case may be.

**CLAUSE-11 : CHANGES IN CONSTITUTION:**

Where the Contractor is a partnership firm, prior approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such approval, as aforesaid, shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the work undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 38 hereof and the same action will be taken and the same consequences shall ensue as provided for in the said Clause 38.

**CLAUSE-12 : POSSESSION AND USE OF SITE:**

12. 1 Save insofar as the Contract may prescribe:

- (a) the extent of portions of the Site of which the Contractor is to be given possession from time to time,
- (b) the order in which such portions shall be made available to the Contractor, and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the Employer will give to the Contractor possession of
- (c) so much of the Site, and
- (d) such access as, in accordance with the Contract, is to be provided by the Employer as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14, if any, and otherwise in accordance with such reasonable proposals as the Contractor shall, by notice to the Engineer .

The Employer will, from time to time as the Works proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works in accordance with such programme or proposals, as the case may be.

- 12.2 If the Contractor suffers delay from failure on the part of the Employer to give possession in accordance with the terms of Sub-Clause 12.1, the Engineer-in-Charge shall, determine any extension of time to which the Contractor is entitled under Clause 39.12.3 The contractor shall be responsible to arrange the land for Contractor's infrastructure works namely field office(s), colony, workshop(s), stores, magazines for explosives in isolated locations, assembly-yard, and access thereto over routes as may be required for execution of the Works at his own cost and Employer shall not be responsible for making available the same.
- 12.4 The Contractor shall provide at his own cost all temporary pathways/roads required at site or to quarries or borrow areas and shall alter, adopt and maintain the same as required from time to time and shall bear all expenses and charges for special or temporary way leaves required by him in connection with access to the site and shall take up and clear them away and make good all damages done to the site as and when no longer required and as and when ordered by the Engineer-in-Charge.

**CLAUSE-13: Deleted**

**CLAUSE-14 : COMMENCEMENT OF WORK:**

- 14.1 The Contractor shall commence the Work(s) immediately after the issue of Letter of Acceptance and shall proceed with the same with the expedition and without delay as may be expressly sanctioned or ordered by the Engineer-in-charge. If the Contractor commits default in the commencement of work within 30 days of issue of Letter of Acceptance, the Engineer-in-Charge shall without prejudice to any other right or remedy be at liberty to cancel the Contract and forfeit the earnest money.
- 14.2 The Contractor shall submit along with his tender, the construction planning, phasing & sequence of construction, time & progress chart within the framework of construction schedule, i.e. Schedule 'E' for achieving the completion targets of Work(s) as a whole and also of each group/sub-group of work(s) as stipulated in Schedule 'C', showing the order or procedure and a statement showing the method and techniques of construction by which the contractor proposes to carryout the Works. Such charts or programme shall be prepared in direct relation to the construction schedule i.e. schedule 'E' as well as the time stated in the Contract for completion of part of Works stipulated in Schedule 'C'. It shall indicate the commencement and completion of various trades or sections of the Works, distribution and balancing of work-load pertaining to construction activities in various structures/component parts of Works into working seasons duly taking into account working months available in each working season and number of working days available for working months, to arrive at seasonal monthly average and seasonal monthly peak progress with corresponding time periods. Such construction planning will be discussed and finally agreed with successful tenderer before award of work and the same shall form an integral part of the agreement Contractor shall follow such an agreed planning & scheduling. However, it shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.
- 14.3 Within one month of issue of Letter of Acceptance, the Contractor shall submit, to Engineer for his consent Master Control Network including but not limited to comprehensive bar chart stipulating quantities of work to be executed supported by machinery deployment schedule for the execution of Works within the overall time frame included in the schedule incorporated in the Contract. The Contractor shall provide, in writing, general description of arrangements and methods proposed to be adopted for execution of Works within Time for Completion duly taking into account the milestones for the purpose of levying liquidated damages listed in schedule (C).
- 14.4 During the execution of Works, if it appears to the Engineer in-charge, that actual progress of works does not conform to the programme consented by him Engineer- in charge under sub- clause 14.3 above, the Contractor shall produce a revised programme dealing modifications to such programme



necessary for ensuring completion of works within Time for Completion.

- 14.5 The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of work duly revised at intervals if required so by the Engineer- in – charge.
- 14.6 The submission to and consent by the Engineer-in-charge of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

**CLAUSE-15: WORKS TO BE CARRIED OUT IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS AND ORDERS, ETC:**

- 15.1 The Contractor shall execute the Works in the most substantial and workmanlike manner and both as regards material and otherwise in every respect in strict conformity with the Specification. The Contractor shall also conform exactly, fully and faithfully to the designs, drawings, Specifications and instructions in writing in respect of the work, duly signed by the Engineer-in-Charge issued from time to time. The Contractor shall take full responsibility for the adequacy of all the site operations and methods of construction. The Contractor shall give prompt notice to the Engineer-in-Charge, with a copy to the Employer, of any error, omission, fault or other defect in the design of or Specifications for the Works which he discovers when reviewing the Contract or executing the Works.
- 15.2 The Contractor shall be entitled to receive, the documents set forth herein during the performance of the Contract:
- |    |   |        |
|----|---|--------|
| a. | Construction drawings and revisions thereto                                     | 3 sets |
| b. | Specifications or revisions thereof other than standard printed Specifications. | 2 sets |
| c. | Explanations, instructions etc.   | 1 copy |
- Such further drawings, explanations, modifications and instructions, as the Engineer-in-Charge may issue to the Contractor from time to time in respect of the Work, shall be deemed to form integral part of the Contract and the Contractor shall to carry out the Work accordingly.
- 15.3 The Contractor shall give notice to the Engineer-in-Charge, whenever planning or execution of the Works is likely to be delayed or disrupted unless any further drawing or instruction is issued by the Engineer-in-Charge within a reasonable time. The notice shall include details of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- 15.4 If, by reason of any failure or inability of the Engineer-in-Charge to issue, within a time reasonable in all the circumstances, any drawing or instruction for which notice has been given by the Contractor in accordance with Sub-Clause 15.3, the Contractor suffers delay then the Engineer-in-Charge shall, after approval of the Employer determine any extension of time to which the Contractor is entitled under Clause 39.

**CLAUSE-16: SETTING OUT THE WORKS:**

- 16.1 The Engineer-in-Charge shall establish/indicate the Bench Marks and convey the same in writing to Contractor immediately after Letter of Acceptance. Engineer in-charge shall be responsible for correctness of such data / bench marks conveyed to the Contractor.
- 16.2 The Contractor shall be responsible for the true and proper setting out of all the work (in relation to the afore-mentioned Bench Marks) for the correctness of the location, grades, dimensions and alignment of all components of the work; and for the provisions of all instruments, appliances, materials and labour required in connection therewith. If at any time during the progress of work, any error shall appear or

arise in the location, grades, dimensions, or alignment of any part of the Work, the Contractor on being required to do so by the Engineer-in-Charge shall, subject to Clause 16.1 hereof, at his own expense, rectify such error to the satisfaction of the Engineer-in-Charge.

- 16.3 The Contractor shall afford all reasonable facilities and assistance to the Engineer-in-Charge for checking the setting out and lines and grades established by the Contractor. The checking of any setting out or of any line and grade by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the correctness thereof.

**CLAUSE-17 : URGENT WORKS:**

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary, the contractor shall execute the same as may be directed.

**CLAUSE-18: DEVIATIONS:**

- 18.1 The Engineer-in-Charge shall have powers to make any deviations in the original specifications or drawings or designs of the works or any part thereof that are, in his opinion, necessary at the time of or during the course of execution of the Works. For the aforesaid purpose or for any other reason, if it shall, in the opinion of the Engineer-in-Charge, be desirable, he shall also have the powers to make Deviations, such as (i) Variations (ii) Extra (iii) Additions/Omissions and (iv) Alterations or Substitutions of any kind. No such Deviations in the specifications or drawings or designs or Bill of Quantities, as aforesaid, shall in any way vitiate or invalidate the Contract and any such Deviations which the Contractor may be directed to do shall form integral part of the Contract as if originally provided therein and the Contractor shall carry out the same on the same terms & conditions in all respects on which he agreed to do the works under the contract subject to clause 18.2 *ibid*.
- 18.2 The rates for such items of work as are required to be executed due to Deviations, as stated in sub-clause 18.1 above shall be payable in the manner as stated hereunder
- i) The rates already provided in the Bill of Quantities, shall apply in respect of the same item(s) of work to be executed due to Variation, subject to the condition that the Variation so ordered do not exceed (+) 30% (plus thirty percent) in respect of quantities of individual items appearing in the Bill of Quantities. However, the quoted rates shall hold good for all minus Variations.
  - ii) In case of items for which rates are not available in the Bill of Quantities, the rates of such items as far as practicable, shall be derived from the quoted rates of analogous item(s) in the Bill of Quantities.
  - iii) In the cases, where analogous items are not available in the Bill of Quantities and, such items shall be termed as extra items and the rates for such items and also for items exceeding the prescribed limit of (+) 30% as mentioned in clause 18.2 (i) above, the Contractor, within 15 days (or as agreed by the Engineer) of receipt of order to execute such items shall submit rate analysis to the Engineer-in-Charge supported by documentary evidence of basic rates adopted therein, notwithstanding the fact that the rates for such items exist in the Contract, having regard to the cost of materials (including transportation and taxes, levies if paid), actual wages for labour and ownership & operational cost of construction equipment as per standard norms or if standard norms are not specified/available then on the basis of labour/materials/equipment actually engaged for the particular work. The standard norms for materials and labour specified herein shall mean those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India and if not available therein, then of State's Public Works Department. Standard norms for machinery use shall mean those of Bureau of Indian Standards (IS 11590:1995- Latest Version) and if not available therein, then those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (Latest Version) of Central Water Commission, Govt. of India.

Over and above the cost of labour, material arranged by the Contractor and ownership & operational cost of plant and machinery, an element of such percentage as specified in Schedule D shall be allowed to cover the Contractor's overheads, profits, and supervision charges.

Provided further that no change in the rate or price for any item contained in the Contract shall be considered unless value of executed quantity of such item accounts for an amount more than 2 percent of the Contract Price, and the actual quantity of work executed under the item exceeds quantity set out in the Bill of Quantities by more than 30 percent.

The Engineer-in-Charge shall examine the rate analysis submitted by the Contractor and fix the rates accordingly whose decision shall be conclusive, final and binding on the Contractor.

- 18.3 If requested by the Contractor, the Time for Completion of the Works shall, in the event of any deviation resulting in additional cost over the Contract Price, be extended in the proportion which the altered, additional or substituted work bears to the original Contract Price plus such further additional time as may be considered reasonable by the Engineer-in-Charge.
- 18.4 Under no circumstances, the Contractor shall suspend the work on account of non-settlement of rates of such Deviated items.
- 18.5 Provided that no deviations instructed to be done by the Engineer – in – charge pursuant to Clause 18.1 shall be valid under Clause 18.2 unless within 15 days of the date of such instruction before the commencement of execution of deviated items, notice shall have been given either ;
- a) By the Contractor to the Engineer – in – charge of an intention to Claim extra payment or varied rate or price or
  - b) By Engineer – in – charge to the Contractor of his intention to vary a rate or price for the deviated items.

**CLAUSE-19: CONTRACTOR'S SUPERVISION:**

- 19.1 The Contractor shall appoint at his own expense adequate number of engineers with sufficient experience to supervise the Works.

The contractor or his authorized representatives present at the site(s) shall superintend the execution of the works with such additional assistance in each trade, as the work involved shall require and considered reasonable by the Engineer-in-Charge. Directions/instructions given by the Engineer-in-Charge to the Contractor's authorized representatives shall be considered to have the same force as if these had been given to the Contractor himself.

**CLAUSE-20: INSTRUCTIONS AND NOTICES:**

- 20.1 Except as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer- in-Charge.
- 20.2 All instructions, notices and communications etc. under the contract shall be given in writing and any such oral orders/instructions given shall be confirmed in writing and no such communication which is not given or confirmed in writing shall be valid.
- 20.3 Either party may change a nominated address to another address by prior notice to the other party.
- 20.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in a 'Work Site Order Book' maintained in the office of the Engineer-in-Charge or his representative and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

**CLAUSE-21: CONSTRUCTION EQUIPMENT:**

- 21.1 The Contractor shall provide and install all necessary construction equipment and machinery required for the execution of the Works under the Contract, at his cost and shall use such methods and appliances for the purpose of all the operations connected with the Work covered by the Contract which shall ensure the completion of Work(s) within the specified Time for completion.

21.2 The tenderer shall submit as per Schedule 'F', full details of construction equipment and machinery proposed to be deployed for the work(s) along with its planning schedule showing month wise phasing in accordance with the construction schedule i.e. Schedule 'E'. The Schedule 'F' submitted by the tenderer should conform to the Construction Schedule i.e. Schedule 'E'. The Construction, equipment & machinery schedule as submitted shall be mutually discussed and finalised with the successful tenderer and approved before award of work and these shall form integral part of Contract.

The Contractor shall deploy construction equipment and machinery as per agreed schedule. Provided further that in case of slow rate of Progress of Works, the Contractor should supplement the agreed schedule of equipment with additional equipment so as to ensure completion of Works within Time for Completion at no extra cost to Employer.

21.3 The Contractor shall not remove construction equipment, except for purpose of removing it from one part of the site to another, without written consent of the Engineer.

Provided always that any such approval of Construction equipment schedule in 21.2 shall not absolve the Contractor of his obligations for due execution of the Works within the Time for Completion as per the Contract.

Subject to the availability of any of Employer's equipment and at the written request of the Contractor, such, equipment and machinery may be issued to the Contractor on hire for being deployed on the Work contracted for, at pre-determined rates, terms and conditions at the sole discretion of the Engineer-in-Charge.

#### **CLAUSE-22: PATENT RIGHTS:**

The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceedings relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer, but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the tender.

#### **CLAUSE-23: MATERIALS:**

23.1 Subject to clause 31.2, the Contractor shall at his own expense provide/arrange all materials required for the bonafide use on work under the Contract except those listed and specified in Schedule 'B'.

23.2 All materials to be provided by the Contractor shall be in conformity with the Specifications laid down in the Contract and the Contractor shall furnish from time to time proof and samples, at his cost, of the materials as may be specified by the Engineer-in-Charge for his approval before use in the Works. The Engineer-in-Charge shall also have powers to have such tests, in addition to those specified in the Contract, as may be required and the Contractor shall carry out the same. The cost of materials consumed in such tests and also expenses incurred thereon shall be borne by the Contractor in all cases except when the materials are agreed to be issued by the Employer under the Contract and also where such tests which are in addition to those provided in the Contract.

23.3 The Engineer-in-Charge or his representative shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these

are lying or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection and examination.

- 23.4 Deleted
- 23.5 The Engineer-in-Charge shall have full powers for removal of any or all materials brought to site by the Contractor, which are not in accordance with the Contract Specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means at the Contractor's cost. The Engineer-in-Charge shall have full power to procure other proper materials to be substituted at Contractor's costs.
- 23.6 Deleted
- 23.7 It is a prime responsibility of the Contractor to arrange for all the materials. except those listed and specified in schedule 'B'.
- 23.8 The Contractor shall take proper care of the materials issued by the Employer and shall protect the same from damage and weathering. The Contractor shall be solely responsible for the safety of the materials issued by the Employer.
- 23.9 All materials issued by Employer shall not under any circumstances whatsoever be taken out of the project site.
- 23.10 It may be clearly understood by the Contractor that any material not duly accounted for under the Contract either in the Contractor's site store or returned to the Employer shall be treated as unaccounted material and recoveries for the same shall be made from the interim bills of the Contractor at the penal recovery rates indicated in schedule 'B'.
- 23.11 Provisions contained hereinabove shall not in any way dilute the Contractor's liabilities under the Contract in any manner whatsoever.

**CLAUSE-24: POWER SUPPLY:**

- 24.1 Power will be provided at a point to the contractor on request and further distribution/panel has to be provided by contractor.
- 24.2 The Contractor at his own cost, shall provide and install all necessary electrical installations and other temporary equipments for further distribution and utilisation of energy for power and lighting and shall remove the same on completion of the Works. All jobs shall be suitably lighted by the Contractor at his own expenses for their proper execution and inspection in accordance with the provisions of laws in force.
- 24.3 No payment shall be made by the Employer for generation, distribution and consumption of electricity in execution of Works by the Contractor.

**CLAUSE-25: SUPPLY OF WATER:**

The Contractor shall make his own arrangements for water required for and in connection with the work at his cost. It shall be the responsibility of the contractor to satisfy himself that the water arranged by him is fit for construction & consumption & he shall adequately treat such water whenever it is not found fit for the said purposes.

**CLAUSE-26: WATCHING AND LIGHTING:**

The contractor shall provide and maintain at his expense all lights, guards, fencing and watching when and where necessary or as required by the Engineer-in-Charge for the protection of the works or for the safety and convenience of those employed on the works or the public.

**CLAUSE-27: WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS:**

- 27.1 Subject to any provisions to the contrary contained in the Contract, the Contractor shall have the options

to carry out the works continuously during night, Sunday or holidays, without any additional cost to Employer.

**CLAUSE-28: SITE DRAINAGE, PROTECTION OF TREES AND PREVENTION OF NUISANCE:**

- 28.1 The Contractor shall, throughout the execution and completion of the Works and remedying of any defects therein have full regard for the safety of all persons entitled to be upon the Site and keep the Site (so far as the same is under his control) and the Works (so far as the same are not completed or occupied by the Employer) in an orderly state appropriate to the avoidance of danger to such persons.
- 28.2 The Contractor shall endeavor to protect from damage, the trees marked by the Engineer-in-Charge at the site of work or in the lands licensed to him for use under the contract. Where necessary, the contractor shall provide at his expense temporary fencing to protect such trees. No tree shall be cut unless authorized by Engineer-in-Charge in writing to do so.
- 28.3 The contractor shall at no time, cause or permit any nuisance on the site or cause any thing which shall cause unnecessary disturbance or inconvenience to the public in general and owners/tenants/occupants of adjacent properties.

**CLAUSE-29: LABOUR:**

- 29.1 The Contractor shall employ labour in sufficient numbers to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract. The Contractor shall not employ in connection with the works any person who has not completed fifteen years of age. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from the region of the project. Unskilled labour shall be recruited from local region only.
- 29.2 The Contractor shall furnish and deliver fortnightly to the Engineer-in-Charge, a distribution return of the number and description by trades of the works of people employed on the works. The contractor shall also submit on the 4th and 19th of every month to the Engineer-in-charge a true statement showing in respect of the second half of the preceding month and the first half of the current month.
- i) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- ii) The number of female workers who have been allowed maternity benefit as provided in the Maternity Benefit Act, 1961 or Rules made there under.
- 29.3 The Contractor shall ensure to obtain the EPF code number from the concerned authorities before start of work and will not engage any sub-contractor who does not possess EPF code number.
- 29.4.1 During continuance of the Contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention by the Contractor of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/acts/rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and his sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

Salient features of some of the major labour laws that are applicable to construction industry are given below.

(i) The Employees state insurance Act, 1948.

The Act provides payment of maternity, sickness, disablement and medical benefits to the employees/dependents.

(ii) Payment of Gratuity Act 1972

Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death or on retirement or superannuation at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(iii) Employees PF and Miscellaneous Provision Act 1952 including FPS-71/EPS-95.

The Contractor is required to possess PF Code from the concerned Regional Provident Fund Commission. The benefits payable under the Act are:

- (a) Pension or family pension on retirement or death as the case may be.
- (b) Deposit linked insurance on the death in harness of the worker.
- (c) Payment of PF accumulation on retirement/death etc.

(iv) Maternity Benefit Act 1961 (Amended)

The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

(v) Contract Labour (Regulation and Abolition) Act 1970 with Rules framed there under as amended.

The Act provides for certain welfare measures and wages to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Employer by Law and recover the same from the Contractor from any amount/monies due to him. The principal employer is required to take Certificate of Registration and the Contractor is required to take a License from the designated Officer. The Act is applicable to the establishments of contractor if they employ 20 or more contract labour.

(vi) Minimum Wages Act 1948 (Amended)

The Contractor is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act.

(vii) Payment of Wages Act 1936 (Amended)

It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(viii) Equal Remuneration Act 1979

The Act provides for payment of equal wages for work of equal nature to male and female workers and not for making discrimination against Female employees in the matters of transfers, training and promotions etc.

- (ix) Payment of Bonus Act 1965 and Amendment Act No.43 of 1977 and No.48 of 1978 and any amendments thereof.

The Act is applicable to all establishments employing 20 or more workmen. The Act provides for payments of annual bonus subject to a minimum of 8.33 % of wages and maximum of 20 % of wages to employees drawing Rs. 10,000/- P.M. or less. The bonus to be paid to employees getting Rs. 3,500/- PM or above upto Rs. 10,000/- PM shall be worked out by taking wages as Rs 3,500/- p.m. only. All amounts of Bonus are required to be paid within eight months of closing of financial year. The Act does not apply to certain establishments, classes of employees. The newly set up establishments are exempted for five years in certain circumstances.

- (x) Industrial Disputes Act 1947(Amended)

The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (xi) Industrial Employment (Standing Orders) Act 1946 (Amended)

It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Contractor on matters provided in the Act and get the same certified by the designated Authority.

- (xii) Trade Unions Act 1926

The Act lays down the procedure for registration of trade unions of workmen and employers. The trade unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- (xiii)Child Labour (Prohibition and Regulation) Act 1986

The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of child labour is prohibited in Building and Construction Industry.

- (xiv) Inter-State Migrant Workmen's (Regulation of Employment and Conditions of Service) Act 1979

The Act is applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

- (xv) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996

All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at rate not exceeding 2% but not less than 1% of the cost of construction as may be notified by the Government. The Contractor to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.



(xvi) The Factories Act 1948

The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

(xvii) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time.

(xviii) Deleted.

29.5 The Engineer-in-Charge shall on a report having been made by an authorised Inspecting Officer as defined in the Contract Labour (Regulation and Abolition) Act and Rules or on his own in his capacity as Principal Employer, have the power to deduct from the amount due to the Contractor any sum required or estimated to be required for making good the loss suffered by worker(s) by reasons of non-fulfillment of the conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made by him from wages which are not justified by the terms of the contract or non-observance of the relevant Acts and Rules with amendments made from time to time. If the Employer makes payment to Contractor's labour due to non-payment of wages to labour by the Contractor, the Employer shall recover the amount thus paid plus

15% towards interest and administration charges from the next Interim Bill of the Contractor.

29.6 The Contractor shall indemnify the Employer against any payments to be made under and for observance of the Regulations, Laws, Rules as stipulated in clause 29.4 above without prejudice to his right to claim indemnity from his sub-contractors. In the event of the Contractor's failure to comply with the provisions of sub-clause 29.4 or in the event of decree or award or order against the Contractor having been received from the competent authority on account of any default or breach or in connection with any of the provisions of sub-clause 29.4 above, the Engineer-in-Charge, without prejudice to any other right or remedy under the Contract, shall be empowered to deduct such sum or sums from the bills of the Contractor or from his Security Deposit or from other payments due under this contract or any other Contract to satisfy within a reasonable time the provisions of the various Acts/Laws/Rules/Codes as mentioned under sub-clause 29.4 above, on the part of the Contractor under the Contract on behalf of and at the expenses of the Contractor and make payment and/or provide amenities/facilities/services accordingly. In this regard, the decision of the Engineer-in-Charge shall be conclusive and binding on the contractor.

29.7 The Contractor shall at his own expense comply with or cause to be complied with the Provisions/Rules provided for welfare and health of Contract Labour in the Contract Labour (Regulation & Abolition) Act and other relevant Acts and Rules framed thereunder or any other instructions issued by the Employer in this regard for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case, the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

29.8 The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge, in respect of all labour directly or indirectly employed for performance of the Works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor. But this will not absolve the Contractor of his responsibility or otherwise thereof.

29.9 In the event of any injury, disability or death of any workmen in or about the work employed by the

Contractor either directly or through his sub-contractor, Contractor shall at all times indemnify and save harmless the Employer against all claims, damages and compensation under the Workmen Compensation Act, 1923 as amended from time to time or in other law for the time being in force and rules there under from time to time and also against all costs, charges and expenses of any smooth action by proceedings arising out of such accidents or injury, disability or death of a workmen and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim in this regard. If any award, decree or order is passed against the Contractor for recovery of any compensation under the Workmen Compensation Act, 1923, for any injury, disability or death of a workman by any competent court, the said sum or sums shall be deducted by the Engineer-in-charge from any sum then due or that may become due to the Contractor or from his Security Deposit or sale thereof in full or part under the Contract or any other contract with the Employer towards fulfillment of the said decree, award or orders.

29.10 Provided always that the Contractor shall have no right to demand payments/claims whatsoever on account of his compliance with his obligations under this clause and Labour Regulation except those specifically mentioned in the clause 46 pertaining to Price Adjustment/Variation.

**CLAUSE-30: REMOVAL OF CONTRACTOR'S MEN:**

The Contractor shall employ on the execution of the Works only such persons as are skilled and experienced in their respective trades and the Engineer-in-Charge shall be at liberty to object to and require the contractor to remove from the works any persons employed by the Contractor on the execution of the works who, in the opinion of the Engineer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties. The contractor shall forth-with comply with such requisition and such person shall not be again employed upon the works without permission of the Engineer-in-charge. Any person so removed shall be replaced immediately.

**CLAUSE-31: MATERIALS OBTAINED FROM EXCAVATION AND TREASURE, TROVE, FOSSILS ETC:**

31.1 Materials of any kind obtained from excavation on the site shall remain the property of the Employer and shall be disposed off as directed by the Engineer-in-Charge.

31.2 However, if any of the materials thus obtained from excavation on the site is such as can be used in the execution of the work under the contract, the contractor will be allowed to use the same free of cost (except that any amount of royalty, levies are paid by the Contractor) for the aforesaid purposes provided the same is found suitable and is approved by the Engineer-in- Charge.

31.3 Fossils, coins, articles of value, structures and other remains or things of geological or archeological interest discovered on the site shall be the absolute property of the Employer. The Contractor shall take reasonable precautions to prevent his labour or any other person from removing or damaging any such article or thing and shall immediately upon the discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Employer.

**CLAUSE-32: FORCE MAJEURE:**

32.1 The term "Force Majeure" shall herein mean riots (other than among the contractor's employees), Civil Commotion (to the extent not insurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, damage from aircraft, nuclear fission, acts of God, such as earthquake (above 7 magnitude on Richter Scale), lightning, unprecedented floods, fires not caused by Contractor's negligence and other such causes over which the Contractor has no control and are accepted as such by the Engineer-in-Charge,

whose decision shall be final and binding. In the event of either party being rendered unable by force Majeure to perform any obligation required to be performed by them under this contract, the relative obligation of the party affected by such Force Majeure shall be treated as suspended for the period during which such Force Majeure cause lasts, provided the party alleging that it has been rendered unable as aforesaid, thereby shall notify within 10 days of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of such cause.

- 32.2 On occurrence of Force Majeure, the liability of either party shall be dealt with, in accordance with the provisions of sub-clause 34.2
- 32.3 Should there be a request for extension of time arising out of "Force Majeure" the same shall be considered in accordance with clause 39.

**CLAUSE 33: LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATIONS THEREOF:**

- 33.1 If the Contractor or his labour or sub-contractor, injure, destroy or damage roads, fence enclosures, water pipes, cables, buildings, drains, electricity or telephone posts, wires, trees, grass line, cultivated land in the area in which they may be working or in the areas contiguous to the premises on which the work or any part of it is being executed or if any damage is caused during the progress of work, the Contractor shall upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, make the same good at his costs.
- 33.2 If it appears to the Engineer-in-Charge or his representative at any time during construction or reconstruction or prior to the expiration of the Defects Liability period that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Works are unsound or of a inferior quality, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults found in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and reconstruct the work so specified in whole or in part, as the case may be, and/or remove the materials/articles so specified and provide other proper and suitable materials at his own expense.
- 33.3 If the Contractor fails to rectify, make good or remove and reconstruct the work as notified herein above, the Engineer-in-Charge shall have power to carry out such damages, defects or imperfections by any means or through any other agency or by himself at the risk and cost of the Contractor. In such a case the value of such rectification/replacement, reconstruction through such agencies shall be recovered from the Contractor from any amount due to him. The decision of Engineer-in-Charge in this regard shall be final and binding on the contractor.

**CLAUSE-34: CONTRACTOR'S LIABILITY AND INSURANCE:**

- 34.1 From commencement to completion of the Work(s) as a whole, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage. He shall be liable for any damage or loss that may happen to the Works or any part thereof and to the Employer's Plant, Equipment and Material (hired or issued to the Contractor). Any such loss or damage shall be restored in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.
- 34.2 i) Neither party to the Contract shall be liable to the other in respect of any loss or damage which may occur or arise out of "Force Majeure" to the Works or any part thereof or to any material or article at site but not incorporated in the Works or to any person or anything or material whatsoever of either party provided such a loss or damage could not have been foreseen or avoided by a prudent person and the either party shall bear losses and damages in respect of their respective men and materials. As such liability of either parties shall include

claims/compensation of the third party also.

ii) Provided, however, in an eventuality as mentioned in sub-clause 34.2 (i) above, the following provisions shall also have effect:

- (a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge proceed with the erection and completion of the works under and in accordance with the Contract; and
- (b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, re-execute the works lost or damaged, remove from the site any debris and so much of the works as shall have been damaged and carry the Employer's T&P, Equipment, Material etc, to the Employer's stores. The cost of such re- execution of the works, removal of damaged works and carrying of Employer's store shall be ascertained in the same manner as for deviations and this shall be paid separately to the Contractor provided always that the Contractor shall, at his own cost, repair and make good so much of the loss or damage as has been by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

34.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works during the Time for Completion and also against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, and such liabilities shall include claims/compensations of the third party.

34.4 Within 08 days of issuance of Letter of Acceptance the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure and pay all costs and maintain the insurance premium throughout the period of Contract, with the following coverage:

~~(a) the Works, together with materials and Plant for incorporation therein, to the full replacement cost (the term "cost" in this context shall include profit), (CAR / EAR Policy).an additional \_\_\_\_\_%(as mentioned in Schedule D) of Contract Price shall be added in "cost" to arrive at full replacement cost, to account for the materials which is to be issued to the Contractor free of cost by the Employer.~~

~~(b) an additional sum of 15 per cent of such replacement cost as per (a) above, to cover any additional costs of and incidental to the rectification of loss or damage including professional fees and the cost of demolishing and removing any part of the Works and of removing debris of whatsoever nature, (CAR / EAR Policy). The deductibles shall be as mentioned in Schedule D.~~

~~(c) the Contractor's Equipment brought at the Site by the Contractor in terms of Clause 13.1.2iii of GCC., and~~

~~(d) the contractor's workmen and public liability~~

34.5 Scope of Cover:

The insurance in paragraphs (a), (b) and (c) of Sub-Clause 34.4 shall be in the joint names of the Contractor and the Employer and shall cover:

(a) The Employer and the Contractor against all loss or damage from whatsoever cause arising other than as provided in Sub-Clause 34.6 from the Commencement date until the date of issue of the relevant Completion Certificate in respect of the Works, and

(b) the Contractor for his liability:

(i) during the Defects Liability Period for loss or damage arising from a cause occurring prior to the commencement of the Defects Liability Period, and

(ii) for loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses-43.

34.6 There shall be no obligation for the insurances in Sub-Clause 34.4 to include loss or damage caused by:

- (a) war, hostilities (whether war be declared or not), invasion act of foreign enemies.
  - (b) rebellion, revolution, insurrection, or military or usurped power, or civil war.
  - (c) ionizing radiations, or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or(d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
- 34.7 If the Contractor receives instructions from the Employer to insure against War Risk, such insurance if available shall be effected, at the cost of the Employer.
- 34.8 Deleted
- 34.9 The insurance policy shall include a cross liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured.
- 34.10 The Employer shall not be liable for in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or any subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 34.11 The Contractor shall insure against such liability and shall continue such insurance during the whole of the time and that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any subcontractor, the Contractor's obligations to insure as aforesaid under this liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.
- 34.12 Within 08 days of the Commencement Date, the Contractor shall provide the insurance policies to Engineer-in-charge. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The Contractor shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.
- 34.13 The Contractor shall notify the insurers of changes in the nature, extent or Programme for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.
- 34.14 If the Contractor fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Engineer-in-charge within the period required by Sub-Clause 34.12 then and in any such case the Engineer-in-charge may effect the recovery of such premia on pro-rata basis from the interim bills of the Contractor. Additionally the payment of interim bills may also be suspended until the Contractor complies with the requirements of sub clause 34.12 of these conditions. If non-insurance prolongs for a period of continuous 2 months, the Employer may treat it as Default of Contractor as per the provisions of clause 38 of GCC.
- 34.15 In the event that the Contractor or the Employer fails to comply with conditions imposed by the insurance policies effected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.
- 34.16 The Contractor shall at his own expense arrange for the safety provisions as laid down in Safety Manual of the Employer in respect of the works covered under this Contract. In case, the Contractor fails to comply with the provisions of the safety manual, the Engineer-in-Charge shall be entitled to and

make the necessary arrangement at the risk and cost of the Contractor. This will, however, not absolve the Contractor of his over all responsibility to execute the works under the Contract.

- 34.17 Provided that provisions made under sub- clause 34.4 of these conditions shall not be applicable for the Works costing (Estimated cost put to tender / tender check estimate / Technical Sanctioned estimate) less than 100 (one hundred) lacs. For the works costing less than 100 (one hundred) lacs the Contractor shall avail ' group personal accident insurance policy' covering all the personnel employed by the Contractor for execution for Works complying requirement of Workmen Compensation Act 1923 as amended by Amendment Act No. 65 of 1976.

**CLAUSE 35: SUSPENSION OF WORKS:**

- 35.1 The contractor shall on the order of the Engineer-in- charge suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer-in-Charge may consider necessary and shall during such suspension properly protect and secure the work so far as is necessary in the opinion of the Engineer-in- charge. If such suspension is:

- (a) Provided for in the Contract, or
- (b) necessary for the proper execution of the Works or by reason of weather conditions or by some default on the part of the Contractor, or
- (c) necessary for the safety of the Works or any part thereof.

The Contractor shall not be entitled to extra costs (if any) incurred by him during the period of suspension of the works; but in the event of any suspension ordered by the Engineer-in-Charge for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contractor shall be entitled to such extension of Time for Completion of the Works as the Engineer-in-Charge may consider proper having regard to the period or periods of such suspensions and to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries or wages paid by the Contractor to his employees during the periods of such suspension.

- 35.2 If the progress of works or any part thereof is suspended on the order of the Engineer-in-Charge for more than three months at a time the contractor may serve a written notice on the Engineer- in-Charge requiring permission within 15 days from the receipt thereof to proceed with the Works or that part thereof in regard to which progress is suspended and if such permission is not granted within that time the Contractor by a further written notice so served may (but is not bound to) elect to treat the suspension where it affects part only of the Works as an omission of such part or where it affects the whole of the Works as an abandonment of the Contract by the Employer.

**CLAUSE 36: FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK:**

- 36.1 If at any time after acceptance of the tender the Employer decides to abandon or reduce the scope of the Works for reason whatsoever and hence does not require the whole or any part of the Works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor, and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he could not derive in consequence of the fore- closure of the whole or part of the Works.

The Contractor shall be paid at Contract rates for full amount of the works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the works to the full extent because of the foreclosure:

- (a) Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation workshop, installation and dismantling of Construction Equipment (batching plant, crushing plant) and water storage tanks.
- (b) i) The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.
- ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- (c) If any materials issued by the Employer are rendered surplus, the same except normal wastage for the materials used in the works shall be returned by the Contractor to the Employer .
- (d) Reasonable compensation for transfer of T&P from Site to Contractor's permanent stores or to his other works whichever is less. If T&P are not transported to either of the said places, no cost of outward transportation shall be payable.

36.2 The Contractor shall, if required by the Engineer-in-charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

**CLAUSE-37: TERMINATION OF CONTRACT ON DEATH:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies, or if the Contractor is a partnership concern and one of the partners dies, then, unless the Engineer-in-Charge is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners are capable of carrying out and completing the contract, the Engineer-in-Charge shall be entitled to terminate the Contract as to its uncompleted part without the Employer being in any way liable to payment of any compensation whatsoever on any account to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of termination of the Contract. The decision of the Engineer-in-Charge that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Works under the Contract shall be final and binding on the parties. In the event of such termination, the Corporation shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractors firm liable for damages for not completing the Contract. Provided that the power of the Engineer-in-charge of such termination of contract shall be without prejudice to any other right or remedy, which shall have accrued or shall accrue to him under the Contract.

**CLAUSE-38: DEFAULT BY THE CONTRACTOR AND TERMINATION OF CONTRACT IN FULL OR IN PART:**

38.1 If the Contractor:

- i) commits default in complying with or commits breach of any of the conditions of the Contract and does not remedy it or take effective steps to remedy it immediately after a notice in writing is given to him by the Engineer-in-Charge; or
- ii) fails to complete the Works or any item of Works within the time specified in Schedule 'C' or any extended time under the Contract and does not complete the Work(s) or any item of Work(s) within the period specified in a notice given in writing by the Engineer-in-Charge; or
- iii) is engaged in corrupt or fraudulent practices in competing for or in the execution of the

Contract. For the purpose of this clause

- a) 'Corrupt Practice' means offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement or execution of Contract.
- b) 'Fraudulent Practice' means mis-representation of fact in order to influence the tendering process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- iv) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for the purpose of amalgamation or reconstruction under any insolvency Act for the time being in force or make any conveyance or assignment of his effective or composition or arrangement for the benefit of his creditors or purport as to do, or if any application be made under any insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
- v) being a company shall pass a resolution or the Court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
- vi) shall suffer an execution in an execution being levied on his goods; or
- vii) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not being incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

The Engineer-in-Charge shall have powers to terminate the Contract in full or in part as aforesaid without prejudice to any other right or remedy which shall have accrued or shall accrue of which cancellation notice in writing to the Contractor under the hand of the Engineer-in-charge shall be conclusive evidence.

- 38.2 The Engineer-in-Charge shall, on such termination of the contract, have powers to take possession of the site of work under the contract as well as the land/premises allotted to the contractor for his preliminary, enabling and ancillary works and any materials, constructional equipment, implements, stores, structures etc. thereon. The Engineer-in-Charge shall also have powers to carry out the incomplete work by any means or through any other agency or by himself at the risk and cost of the contractor. In such a case, the value of the work done through such agencies shall be credited to the Contractor at the contract rate and the Contractor shall pay the excess amount, if any, incurred in completing the work as aforesaid, as stipulated under sub-clause 38.4 hereunder.
- 38.3 On termination of the Contract in full or in Part, the Engineer-in-Charge may direct that a part or whole of such plant, equipment and materials, structures be removed from the site of the work as well as from the land/premises allotted to the contractor for his preliminary, enabling and ancillary works, within a stipulated period. If the Contractor shall fail to do so within the period specified in a notice in writing by the Engineer-in-Charge, the Engineer-in-Charge may cause them to be sold, holding the net proceeds of such sale to the credit of the Contractor, which shall be released after completion of works and settlement of amounts under the Contract.
- 38.4 If the expenses incurred or to be incurred by the Employer for carrying out and completing the incomplete work or part of the same, as certified by the Engineer-in-Charge, are in excess of the value of the work credited/to be credited to the Contractor, the difference shall be paid by the Contractor to the Employer. If the Contractor fails to pay such an amount, as aforesaid, within thirty days of receipt of notice in writing from the Engineer-in-Charge, the Engineer-in-Charge shall recover such amount from any sums due to the Contractor on any account under this or any other contract or from his Security Deposit or otherwise.
- 38.5 The Engineer-in-Charge shall have the right to sell any or all the Contractor's unused materials,



constructional equipment, implements, temporary buildings/structures etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there may be any balance outstanding from the Contractor, the Engineer-in-Charge shall have powers to recover the same as debt.

38.6 All decisions/actions of the Engineer-in-Charge under this clause, as aforesaid, shall be conclusive and binding on the contractor.

**CLAUSE-39 : TIME FOR COMPLETION AND EXTENSIONS:**

39.1 Time for Completion allowed for execution of the Works is as specified in Schedule 'C' of these conditions.

39.2 However, if the work is delayed on account of:

- i) Delay in handing over of site to the Contractor as per clause 12; or
- ii) Increase in the quantity of work to be done under the contract as per clause 18; or
- iii) Suspension of work as per clause 35; or
- iv) Rebuilding of work as per clause 34; or
- v) "Force Majeure" as per clause 32 or
- vi) Any other cause which, in the opinion of the Engineer-in-Charge is beyond the Contractor's control;

then, immediately upon the happening of any such event as aforesaid, the Contractor shall inform the Engineer-in-charge accordingly, but the Contractor shall nevertheless use constantly his best endeavors to prevent and/or make good the delay and shall do all that may be required in this regard. No extension in time on account of rains shall be admissible. The Contractor shall request, in writing, for extension of time, to which he may consider himself eligible under the Contract, within fourteen days of the date of happening of any such events as indicated above.

"Provided further that no monetary claims shall be admissible to the Contractor for such extension of Time for Completion except for reimbursement of cost of extension of bank guarantee for Security Deposit and Insurance Policy(ies). Provided further that such extension is not caused by increase in Contract Price of works."

39.3 In any such case as may have arisen due to any of the events, as aforesaid, and which shall be brought out by the Contractor in writing, the Engineer-in-Charge may give a fair and reasonable extension of Time for Completion, after taking into consideration the nature of the work delayed and practicability of its execution during the period of extension. Provided in the event of non-receipt of a request for such extensions from the Contractor for reasons whatsoever, the Engineer-in-Charge may, at his sole discretion and with due regard to the event, grant fair and reasonable extension of time *sue motto*. Such extensions, if admissible, shall be communicated to the Contractor by the Engineer-in- Charge in writing.

Provided that Engineer- in – charge is not bound to make any determination unless the Contractor has;

- a) within 14 days after such event has first arisen notified the Engineer and
- b) within 28 days or such other reasonable time as may be agreed by the Engineer – in – charge detailed particulars of any extension of Time for Completion to which the Contractor may consider himself entitled .

**CLAUSE-40 : COMPENSATION FOR DELAY:**

40.1 If the Contractor fails to complete all items of work(s) in respect of any of the sub-group/group and/or work as a whole, as the case may be and as specified in Schedule 'C' before the expiry of the period(s) of completion as stipulated in the aforesaid Schedule, or any extended period under Clause 39 as may be allowed, he shall without prejudice to any other right or remedy of the Employer on account of such default, pay as an ascertained/agreed compensation not by way of penalty; such amount as stipulated

in the aforesaid Schedule 'C'.

40.2 Deleted

40.3 The amount of compensation may be adjusted/withheld/ deducted or set-off against any sum due or payable to the Contractor under this or any other contract with the Employer. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works or from any other obligations and liabilities under the Contract.

**CLAUSE-41 : INSPECTION AND APPROVAL:**

41.1 All works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative, when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof and the decision of the Engineer-in-Charge in this regard shall be final and binding.

41.2 No work shall be covered or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity for examination of foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-charge or his representative shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, examine and measure such work or such foundations. In the event of the failure of the contractor to give such notice, he shall, if required by the Engineer-in-Charge, uncover such work at the Contractor's expense.

41.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and Contractor shall give such facilities as may be required for such inspection and examination.

41.4 The Contractor shall uncover any part of the works and/or make opening in or through the same as the Engineer-in-charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is subsequently found, on uncovering, to be executed in accordance with the contract, the expenses of uncovering and/or making openings in or through, reinstating and making good the same, shall be borne by the Employer. In any other causes all such expenses shall be borne by the Contractor.

**CLAUSE-42 : COMPLETION CERTIFICATE:**

42.1 The work shall be completed to the entire satisfaction of the Engineer-in-Charge and in accordance with the time mentioned in Schedule 'D' and terms and conditions mentioned in clause-39. As soon as the Works under the Contract is completed as a whole, the Contractor shall give notice of such completion to the Engineer-in-Charge. The Engineer-in-Charge, within two week of receipt of such notice, shall inspect the work and shall satisfy himself that the Work(s) has been completed in accordance with the provisions of the Contract and then issue to the Contractor a certificate of completion indicating the date of completion. Should the Engineer-in-Charge notice that there are defects in the Works or the Works are not considered to be complete, he shall issue a notice in writing to the Contractor to rectify/replace the defective work or any part thereof or complete the work, as the case may be, within such time as may be notified and after the Contractor has complied with as aforesaid and gives notice of completion, the Engineer-in-Charge shall inspect the work and issue the completion certificate in the same manner as aforesaid.

42.2 No certificate of completion shall be issued as stipulated under 42.1 above nor Work be considered to be completed unless the Contractor shall have removed from the work site and/or premises all his belongings/temporary arrangements brought/made by him for the purpose of execution of the work and clean the site and/or premises in all respects and made the whole of the site and or premises fit for immediate occupation/use to the satisfaction of the Engineer-in-Charge. If the Contractor fails to

comply with the above mentioned requirements on or before the date of completion of the Work, the Engineer-in-Charge, may, as he thinks fit and at the risk and cost of the Contractor, fulfill such requirements and remove/dispose off the Contractor's belongings/temporary arrangements, as aforesaid, and the Contractor shall have no claim in this respect except for any sum realized by the sale of Contractor's belongings/temporary arrangements less the cost of fulfilling the said requirements and any other amount that may be due from the Contractor. Should the expenditure on the aforesaid account exceed the amount realised by sale of such Contractor's belongings/temporary arrangements than the Contractor shall on demand, pay the amount of such excess expenditure.

**CLAUSE-43: DEFECTS LIABILITY PERIOD:**

- 43.1 The "Defect Liability Period" for the entire work under the Contract is **6 months** from the certified date of completion as per clause 42.
- 43.2 If during the Defects Liability Period any portion of the Works is found defective or deficient in any manner and is repaired/rectified/replaced pursuant to the defects liability provisions of the Contract, the Defects Liability Period for such portion of the Works, shall, notwithstanding anything to contrary contained herein, be operative for a further period of 6 months from the date of such repair/rectification/replacement but shall not in any case be operative for more than 18 months from the date of completion stated in the Completion Certificate.

**CLAUSE-44: MEASUREMENTS:**

- 44.1 The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement, the value of work done in accordance with the Contract.
- 44.2 Notwithstanding any provision in the relevant standard method of measurement or any general or local custom, measurement of work done under the Contract shall be taken in accordance with the procedure set forth in the Technical Specifications or Bill of Quantities under the Contract. In the case of items of work, which are not covered by the Technical Specifications or Bill of Quantities, measurement shall be taken in accordance with the relevant standard methods of measurements laid down by the Bureau of Indian Standards (BIS).
- 44.3 All items having a financial value shall be entered in measurement book, level book, etc., prescribed by the Employer so that a complete record is maintained of all work performed under the Contract.
- 44.4 Measurement shall be taken jointly by the Engineer-in-charge or his representative and by the Contractor or his authorised representative.
- 44.5 Before taking measurement of any works, the Engineer-in-charge or his representative, shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record the objection within a week from the date of taking the measurements, then in that event the measurements taken by the Engineer-in-charge shall be taken to be correct and final measurements of such work.
- 44.6 The Contractor shall, without extra charge, provide assistance with every appliance, labour and other appliances (theodolite, level etc.) and things necessary for measurement.
- 44.7 Measurement shall be signed and dated by both parties on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded by the representative of the Engineer-in-Charge a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on the contractor in respect of all contract items, substituted items, extra items and deviations. Provided that items of work which are not susceptible to measurement at the later date must be measured jointly and signed accordingly by both the parties at the time of execution of such items.

**CLAUSE-45 : PAYMENT ON ACCOUNT:**

- 45.1 Running Account / Interim bills shall be submitted by the Contractor monthly on or before the date fixed by the Engineer-in-Charge for the work executed. The Engineer-in-Charge shall then verify the bills with reference to the measurements recorded in the measurement book(s).
- 45.2 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum

to which the contractor is considered entitled by way of interim payment for the work executed, after deducting therefrom the amounts already paid, the security deposit and such other amounts as may be withheld/deductable or recoverable in terms of the Contract.

- 45.3 Payment of the Contractor's bills shall be made by the Employer within 10 days from the date of submission of the bill subject to the acceptance of the Engineer-in-charge.
- 45.4 Payments due to the Contractor shall be made by ECS by the Engineer-in-Charge or his representative. Such cheques shall be issued direct to the Contractor on furnishing a stamped receipt for the amount of the cheque or to his constituted attorney duly authorised to receive such payments from the Engineer-in-charge.
- 45.5 Any interim bills given relating to work done or materials delivered, may be modified or corrected by any subsequent interim bills or by the final bill. No certificate(s) of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any work or materials to which it relates is/are in accordance with the Contract.
- 45.6 Should there be a request for extension of Time for completion, pending its consideration, interim payments shall continue to be made as provided herein.
- 45.7 If the payment due to the Contractor for any undisputed amount for which interim bill has been approved by the Engineer – in – charge, is delayed by more than 14 days from the due date of payment (i.e. 44 days from date of submission of bill) an interest @ of ..... per annum (as mentioned in schedule 'D') shall be payable to the Contractor for the actual period of bill beyond the said period of 14 days.
- 45.8 In case of disputed items for which payment has been withheld, the Engineer-in-charge will intimate to the Contractor in writing the details of such disputed items. The Contractor shall submit in writing the clarifications / modifications in regard to these disputed items to the Engineer-in-charge. After receipt of such clarifications / modifications and acceptance thereof by the Engineer-in-charge payment on receipt of such disputed items shall be released within 30 days thereafter.
- 45.9 With respect to material and Plant brought by the Contractor to the Site for incorporation in the Permanent Works, the Contractor shall receive a credit in the month in which these materials and Plant are brought to the Site and be charged a debit in the month in which they are incorporated in the Permanent Works, both such credit and debit to be determined by the Engineer-in-Charge in accordance with the following provisions:
- (a) no credit shall be given unless the following conditions shall have been met to the Engineer-in-Charge's satisfaction:
- (i) the materials and Plant are in accordance with the Specifications for the Works.
  - (ii) the materials and Plant have been delivered to the Site and are properly stored and protected against loss, damage, or deterioration;
  - (iii) the Contractor's record of the requirements, order, receipts and use of materials and Plant are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer.
  - (iv) the Contractor has submitted a statement of his cost of acquiring and delivering the materials and Plant to the Site, together with such documents as may be required for the purpose of evidencing such cost ;
  - (v) the materials are to be used within a reasonable time.
- (b) the amount to be credited to the Contractor shall be the equivalent of 75 percent of the Contractor's reasonable cost of materials and Plant delivered to the Site, as determined by the Engineer-in-Charge after review of the documents listed in sub-para (a)(iv) above;

- (c) The amount to be debited to the Contractor for any materials and Plant incorporated into the Permanent Works shall be equivalent to the credit previously granted to the Contractor for such materials and Plant pursuant to Sub-Clause (b) above, as determined by the Engineer-in-Charge.

45.10 The Contractor shall be paid 75% of the admissible interim bill amount, after due recoveries within 14 days of submission of interim bill. The balance due amount under the interim bill shall be paid to the Contractor within 30 days of submission of bills after due certification by the Engineer-in-charge.

**CLAUSE-46: PRICE ADJUSTMENT/VARIATIONS: Deleted**

**CLAUSE-47: TAXES, DUTIES AND LEVIES ETC:**

47.1 All existing customs duty, Import duty, business taxes, sales tax, service tax or works contract tax, Income tax or any other tax or duty or levy such as Octroi, Dharat, Royalty, Terminal tax that may be levied in accordance with laws and regulation in force as on 28 days before the last date of submission of price bid that the Contractor has to pay on the Contractor's Equipment, Plant, materials and supplies (permanent, temporary and consumables) acquired for the purpose of the Contract and for the services performed under the Contract shall be payable by the Contractor, and the Employer shall not entertain any claim in this regard. The rate quoted by the Contractor shall be deemed to be inclusive of all such taxes, duties, levies duties, levies etc. Any statutory variation in the rate of aforesaid taxes if any, during the currency of the Contract including extension thereof shall be to the account of Employer provided the amount thus claimed is not paid under price variation clause 46.

47.2 "However, if a new tax or duty or levy, other than those existing on 28 days before the last date of submission of price bid i.e.----- (date to be entered in Agreement) is imposed in India under a statute or law during the currency of the Contract and the Contractor becomes legally liable thereunder to and actually pays the same for bonafide use on the Works contracted, then the Contractor shall immediately inform the Engineer-in-Charge in this regard. The Employer will reimburse the same to the Contractor on production of satisfactory proof of payment, provided that the amount thus claimed is not paid under Price variation clause 46 of General Conditions of the Contract. Changes in the advance tax rates of Income Tax and Sales Tax (Works Contract Tax) payable to appropriate authorities shall not be construed as a change in the rate(s) of taxes and will not be subject to adjustment.

47.3 The Contractor's staff and labor will be liable to pay personal income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

47.4 Provided further that, the Contractor shall not be entitled for reimbursement under Sub-clause 47.1 & 47.2 if the changes in the existing tax or duty or levy or impositions of new tax or duty or levy as mentioned in Sub-clause 47.1 & 47.2 pertains to indirect transactions between contractor and any third party (e.g. Service Tax on Insurance Premium, Taxes/Duties/ Levies on the cost of inputs/ materials to be incorporated in the works).

**CLAUSE-48 : PAYMENT OF FINAL BILL:**

The final bill shall be submitted by the Contractor within one month of the date fixed for completion of the Work or of the date the Certificate of Completion furnished by the Engineer- in-Charge. No further claim in this regard unless as specified herein under shall be entertained. Payment shall be made within 6 months, of the submission of Final bill. If there shall be any dispute about any item or items of the work then the undisputed item or items only shall be paid within the said period of six months. The Contractor shall submit a list of the disputed items within thirty days from the disallowance thereof and if he fails to do so, his claim shall be deemed to have been fully waived and absolutely extinguished. Provided further the Employer shall not be liable to the Contractor for any matter or thing

arising out of or in connection with the Contract or execution of the Works, unless the Contractor shall have included a claim in respect thereof in his Final Bill.

**CLAUSE-49: OVER PAYMENT AND UNDER PAYMENT:**

- 49.1 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing that under any other contract with the Employer or from any other sum whatsoever due to the contractor from the Employer or from his security deposit, or he shall pay the claim on demand.
- 49.2 The Employer reserve the right to carry out post- payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under clause 55 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 49.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, and if any under-payment is discovered, the amount shall be duly paid to the Contractor by the Employer .
- 49.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 49.5 Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the Contract may be withheld or retained by way of lien by the Engineer-in-Charge or Employer against any claim of the Employer or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with the Engineer-in-Charge or Employer or with such other person or persons.  
The sum of money so withheld or retained under this clause by the Engineer-in-Charge or Employer will be kept withheld or retained as such by the Engineer-in- Charge or Employer or till his claim arising out of in the same Contract or any other contract is either mutually settled or determined by the arbitrator under Clause 55 hereof , or by the competent court

**CLAUSE-50 : TRAINING OF APPRENTICES: Deleted**

**CLAUSE-51 : CONTRACT MATTERS TO BE TREATED AS CONFIDENTIAL:**

- 51.1 All documents, correspondence, decisions and orders concerning the Contract shall be considered as confidential and/or restricted in nature by the Contractor and he shall not divulge or allow access to them by any unauthorised person.
- 51.2 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noted that the Indian Official Secret Act, 1923 (XIX of 1923) applies to them and shall continue so to apply even after the execution of such Works under the Contract.

**CLAUSE-52 : LAWS GOVERNING THE CONTRACT:**

Unless otherwise hereinafter provided, this Contract shall be construed, interpreted and governed by laws of India.

**CLAUSE-53 : PROCEDURE FOR CLAIMS**

- 53.1 Except as otherwise provided in any other provision of the Contract, if the Contractor intends to claim any

additional payment pursuant to any Clause of these Conditions or otherwise, he shall give notice of his intention to the Engineer, within 28 days after the event giving rise to the claim has first arisen.

53.2 Upon the happening of the event referred to in Sub-Clause 53.1, the Contractor shall keep such contemporary records as may reasonably be necessary to support any claim he may subsequently wish to make. Without necessarily admitting the Employer's liability, the Engineer-in-Charge shall, on receipt of a notice under Sub-Clause 53.1, inspect such contemporary records and may instruct the Contractor to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given. The Contractor shall permit the Engineer-in-Charge to inspect all records kept pursuant to this Sub-Clause and shall supply him with copies thereof as and when the Engineer so instructs.

53.3 Within 28 days, or such other reasonable time as may be agreed by the Engineer-in-Charge, of giving notice under Sub-Clause 53.1, the Contractor shall send to the Engineer-in-Charge an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based. Where the event giving rise to the claim has a continuing effect, such account shall be considered to be an interim account and the Contractor shall, at such intervals as the Engineer-in-Charge may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further grounds upon which it is based. In cases where interim accounts are sent to the Engineer-in-Charge, the Contractor shall send a final 'account within 28 days of the end of the effects resulting from the event. The Contractor shall, if required by the Engineer-in-Charge so to do, copy to the Employer all accounts sent to the Engineer-in-Charge pursuant to this Sub-Clause.

53.4 The Contractor shall be entitled to have included in any interim payment certified by the Engineer-in-Charge pursuant to Clause 45 such amount in respect of any claim as the Engineer-in-Charge, after due approval of the Employer, may consider due to the Contractor provided that the Contractor has supplied sufficient particulars to enable the Engineer-in-Charge to determine the amount due. If such particulars are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment in respect of such part of the claim as such particulars may substantiate to the satisfaction of the Engineer-in-Charge. The Engineer-in-Charge shall notify the Contractor of any determination made under this Sub-Clause.

**CLAUSE-54: SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE WITHOUT REFERENCE TO ACTUAL LOSS:**

All sums payable by way of compensation to the Employer under any of these conditions shall be considered as reasonable compensation without reference to the actual loss or damage sustained and whether or not damage shall have been sustained.

**CLAUSE-55: ARBITRATION:**

55.1 Except as otherwise provided, in clause 53 herein before, all questions disputed or differences in respect of which the decision has not been final and conclusive, arising between the contractor and the Corporation in relation to or in connection with the contract shall be referred for arbitration in the manner provided as under to the sole arbitrator appointed as follows:-

- (i) Either of the parties may be give to the other notice in writing of the existence of such question dispute or difference.
- (ii) Within thirty (30) days of receipt of such notice from either party the Chief Engineer/Engineer-in-Charge of work at the time of such dispute shall send to the contractor panel of three person and thereafter the contractor within fifteen (15) days of receipt of such panel communicate to the Chief Engineer the name of one of the person, from such panel and such person shall then be appointed sole arbitrator by the Chief Engineer.
- (iii) Provided that if the contractor fails to communicate selection of the name out of the panel so forwarded to him by the Chief Engineer then after the expiry of the aforesaid stipulated period the Chief Engineer shall without delay select one person from the aforesaid panel and appoint him as the sole Arbitrator.

- 55.2 The Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the Chief Engineer shall appoint another person to act as Sole Arbitrator. Such person shall be entitled to proceed with the reference from the state of which it was left by the predecessor.
- 55.3 The award of the Arbitrator shall be final and binding. The Arbitrator shall decide in what proportion the Arbitrator's fees, as well as cost of Arbitration proceedings shall be borne by either party.
- 55.4 The Arbitrator with the consent of the parties can enlarge the time, from time to time, to make and publish his award.
- 55.5 A notice of the existence in question, dispute or difference in connection with the contract, unless served by either party within 30 days of the expiry of the defects Liability period failing which all rights and claim under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.
- 55.6 Where the amount of the claim is Rs. 1, 00,000 (rupees one lac only) and above, the arbitrator shall give reasons for the award.
- 55.7 The work under this contract shall continue during Arbitration proceedings and on payments due from or payment by the Corporation shall be withheld on account of such proceeding except to the extent which may be in dispute.
- 55.8 Subject to aforesaid modifications, Arbitration and conciliation act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the Arbitration proceeding under this clause.
- 55.9 Arbitration proceedings shall be held at Faridabad/New Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The arbitrator's award shall be written speaking award.

**Note: In case of contract with another Public Sector Undertaking/Govt. Department, the above said clause shall stand deleted and the following Arbitration clause shall apply:-**

"55.1 All questions, disputes or differences arising between the Contractor and the Corporation, in relation to or in connection with the Contract shall be referred to arbitration in the manner provided as under:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

- 55.2 A notice in writing of the existence of question, dispute or difference in relation to, or in connection with the contract shall be served by either party within 90 (Ninety) days of the first occurrence of any event upon which the said question, dispute or difference is based, failing which all rights and claims of the parties under this contract in relation to or in connection with such question, dispute or difference shall be deemed to have been waived off and thus, forfeited and absolutely barred. The decision of the Engineer-in-Charge with regard to the first occurrence of such event for the purpose of reckoning the said period of limitation shall be final and binding.
- 55.3 The arbitrator shall make a speaking award.
- 55.4 The work under this contract shall continue during Arbitration proceedings and no payments due from or payment by the Corporation shall be withheld on account of such proceedings except to the extent which may be in dispute."

**CLAUSE 56: BREAKDOWN OF LUMP SUM ITEMS**

For the purposes of statements submitted in accordance with Sub-Clause 45, the Contractor shall submit to the Engineer-in-Charge, a breakdown for each of the lump sum items contained in the Tender. Such breakdowns shall be subject to the approval of the Engineer-in-Charge.



#### **CLAUSE 57 : DEFECTS LIABILITY PERIOD & UNFULFILLED OBLIGATIONS**

The Contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the Engineer-in-Charge and delivered to the Contractor, stating the date on which the Contractor shall have completed his obligations to execute and complete the Works and remedy any defects therein to the Engineer-in-Charge's satisfaction. The Defects Liability Certificate shall be given by the Engineer-in-Charge within 28 days after the expiration of the Defects Liability Period

Notwithstanding the issue of the Defects Liability Certificate the Contractor and the Employer shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Defects Liability Certificate which remains unperformed at the time such Defects Liability Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties to the Contract.

#### **CLAUSE 58 : ECOLOGICAL BALANCE**

The Contractor shall be required to ensure that there shall be no indiscriminate felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- a) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer-in-Charge.
- b) All trees and shrubs, which are not specifically required to be cleared or removed for construction purposes, shall be preserved and shall be protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer-in-charge. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, and excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer-in-Charge. Trees shall not be used for anchorage.
- c) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer in-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act, 1974 section -33(A).
- d) In the Conduct of construction activities and operation of equipment, the Contractor shall utilise such practicable methods and devices as are reasonably available to control, prevent and otherwise minimise air pollution. The contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 section -31(A).
- e) Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favorable.
- f) The Contractor shall be required to prevent flowing of debris and muck in to the river. Necessary retaining structures like walls / crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dumpsites before handing it over to the Employer at the end of construction period.
- g) All the equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.

Except for clause 58(f) separate payment will not be admissible to the Contractor for complying with the provisions of this clause and all costs shall be deemed to have been included in the items mentioned in the Bill of Quantities. The payment for workdone to meet the requirement of clause 58 (f) shall be made as per provisions of contract. If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer-in-charge at the cost of the Contractor.

## **59. GENERAL**

- 59.1 Save and except as expressly provided elsewhere in this Contract all costs, expenses, charges and liabilities for the completion of the Works in accordance with the Contract and/or for the due and faithful performance and/or the fulfillment of all of the Contractor's obligations under the Contract including furnishing of bank guarantees to the Employer pursuant to the Contract shall be to the account of and be borne by the Contractor and shall be deemed to be included in the unit rates provided for in the Bill of Quantities and the Employer shall not be liable in any manner whatsoever therefore.
- 59.2 Whenever any claim whatsoever for the payment of a sum of money to the Employer arises out of or under this contract against the Contractor, the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract and failing, that under any other contract between the Employer and the Contractor or from any other sum whatsoever due to the Contractor from the Employer or from his Security Deposit or he shall pay the claim on demand.
- 59.3 In case of differences between the 'General Condition of Contract' and 'Special Conditions of Contract', the content of the 'Special Conditions of Contract' will prevail.

## **SECTION V**

### **FORMS OF BANK GUARANTEES AND HYPOTHECATION DEED**

1. **BID SECURITY FORMS- Deleted**
2. **FORM OF BANK GUARANTEE IN LIEU OF INITIAL SECURITY DEPOSIT**
3. **FORM OF BANK GUARANTEE FOR THE CONVERSION OF CASH AMOUNT OF SECURITY DEPOSIT - Deleted**
4. **FORM OF HYPOTHECATION DEED - Deleted**
5. **FORM OF BANK GUARANTEE FOR REMOVAL OF TOOLS AND EQUIPMENT FROM THE SITE - Deleted**
6. **'ECS FORM' FOR SEEKING PARTICULARS OF THE BIDDER BANK**

## 1. Bid Security Forms Bank Guarantee

(Name of Contract)

Date: \_\_\_\_\_

To: (Name and address of Employer)

~~WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")~~

~~KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called "the Bank"), are bound unto (name of Employer) (hereinafter called "the Employer") for the sum of: (amount), for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.~~

~~THE CONDITIONS of this obligation are as follows:~~

- ~~1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form, or adopts corrupt and fraudulent practices.~~
- ~~2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity~~
  - ~~a) fails or refuses to sign the Contract Agreement when required, or~~
  - ~~b) fails or refuses to submit the performance security in accordance with the bidding documents or.~~

~~\_\_\_\_\_ c) adopts corrupt or fraudulent practices.~~

~~WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.~~

~~This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.~~

~~For and on behalf of the Bank~~

\_\_\_\_\_  
in the capacity of Common Seal of the Bank

~~Note: "The issuing bank shall write the name of bank's controlling branch/ office alongwith contact details like telephone/ fax and full correspondence address, in order to get the confirmation of BG from that branch/ office, if so required."~~

## 2. FORM OF BANK GUARANTEE IN LIEU OF INITIAL SECURITY DEPOSIT

(on Bank's letter head with adhesive stamp)

To

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-----  
In consideration of the NHPC Limited (formerly known as National Hydroelectric Power Corporation Ltd) NHPC Office Complex, Sector-33, Faridabad (Haryana)-121 003. (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, called the 'Corporation' which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ made between \* \_\_\_\_\_ and the Corporation in connection with \_\_\_\_\_ (hereinafter called "the said contract") to accept a Deed of Guarantee as herein provided for ₹. \_\_\_\_\_ from a Nationalised Bank/Scheduled Bank in lieu of the security deposit to be made by the contractor or in lieu of the deduction to be made from the Contractor's bill, for the due fulfillment by the said contractor of the terms and conditions contained in \_\_\_\_\_ the said contract. We, the \_\_\_\_\_ Bank (hereinafter referred to as "the said Bank") having our registered office at \_\_\_\_\_ do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.

2. We \_\_\_\_\_ Bank, further agree that the Corporation shall be made the sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the Corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

3. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till-----certified that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under this Guarantee after-----years, from the date of expiry of the Defects Liability Period as

provided in the said contract or from the date of cancellation of the said Contract, as the case may be, unless a notice of the claim under this Guarantee has been served on the said Bank before the expiry of the said period of -----years in which case the same shall be enforceable against the said Bank notwithstanding the fact, that the same is enforced after the expiry of the said period of -----years.

4. The Corporation shall have the fullest liberty without effecting in any way the liability of the said Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to Corporation and the said Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reasons of time being given to the said contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the said Bank from its such liability.

5. It shall not be necessary for the Corporation to proceed against the said contractor before proceeding against the said Bank and the Guarantee herein contained shall be enforceable against the said Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the said Bank hereunder, be outstanding or unrealised.

6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instruction from M/s.-----on whose behalf this guarantee is issued.

In the presence of: For and on behalf of the Bank

Witness-----

-----

Bank's common seal.

The above Guarantee is accepted by Corporation.

For and on behalf of Corporation

Signature-----

Name and Designation-----

Date-----

Note: (1.) "Bank Guarantee is required to be submitted directly to the Engineer – in charge by the issuing bank(on behalf of Contractors/ Suppliers) under registered post (A.D.). The Supplier/ Contractor can submit an advance copy of Bank Guarantee to the Engineer – in- charge. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the Contractor/supplier directly to the Engineer-In-Charge and the issuing bank shall submit an unstamped duplicate copy of Bank Guarantees directly by registered post (A.D.) to the Engineer-In-Charge, with a forwarding letter."

(2) "The issuing bank shall write the name of bank's controlling branch/ office alongwith contact details like telephone/ fax and full correspondence address, in order to get the confirmation of BG from that branch/ office, if so required."

6. 'ECS FORM' FOR SEEKING PARTICULARS OF THE BIDDER BANK

Annexure-I

ECS - FORM

**N.H.P.C. Limited.**  
**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)**  
**(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)**

	<b>1. BIDDER'S NAME</b>	No. :	
	Address	:	_____
		:	_____
		:	_____
	Phone/Mobile No.	:	_____
		:	_____
<b>2. PARTICULARS OF BANK ACCOUNT</b>		:	_____
	<b>A. BANK NAME</b>	:	_____
	<b>B. BRANCH NAME</b>	:	_____
	Address	:	_____
		:	_____
	Telephone No.	:	_____
	<b>C. IFSC code of the Bank</b>	:	_____
	(For payments through RTGS)	:	_____
	<b>D. ACCOUNT TYPE</b>	:	_____
	(S.B. Account/Current Account or	:	
	Cash Credit with Code 10/11/13)	:	
	<b>E. ACCOUNT NUMBER</b>	:	_____
	(As appearing on the Cheque Book)	:	_____

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Company responsible.

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.  
 (Bank's Stamp)

Date: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature of the Authorised  
 Official from the Bank

## SPECIAL TERMS AND CONDITIONS

1. All the labour forces are to be engaged from the state of Sikkim and if the specialized quality workmen is not available, then the same may be arranged from outside. But on completion of the job, the contractor has to send back the labour outside of Sikkim.
2. It is obligatory for the contractor to obtain license under interstate migrant workmen Act 1979 from the Licensing Officer, Labour Department, Govt. of Sikkim, in case the labour employed is 5 or more. Failure to comply with the labour Act may attract penal action.
3. Contractor has to submit a copy of the insurance certificate to the department for the labour force engaged by him at the time of start of the work as per Clause-34 of conditions of contract for civil works enclose with tender document. Contractor shall also ensure insurance of full value of contract in terms of the 34.1 of G.C.C.
4. The contractor shall have to comply with the Provident Fund and Miscellaneous Provision Act 1952 and nothing extra on this account shall be payable under any circumstances.
5. Power connection is to be arranged by contractor at his own cost. In case NHPC Ltd. Supplies electricity, the same shall be chargeable as per Schedule "D" basis.
6. All the drawing enclosed along with the tender documents is for tendering purpose only. However, actual construction drawings will be issued to the successful bidder at the time of execution of work.
7. The estimated quantity of work may increase/ decrease during execution of any extent. Payment against the work shall be released as per the actual quantity of work executed. In case of individual quantity deviating in the lower side (negative deviation) no revision of the rate will be done for such items. The decision of EIC shall be final and binding
8. Any problem related to the said works not connected with the Deptt directly or indirectly is to be dealt and solved by the contractor for which Deptt will not be responsible.
9. The contractor should not fell any trees or bushes without prior permission of the Engineer-in-charge or his representative.  
Contractor shall be responsible for fulfillment of all statutory requirements and nothing extra on this account shall be paid under any circumstances.
10. Labour Laws:
  - a) Labour laws to be followed strictly.
  - b) Labour should not collect firewood.
  - c) All laborers brought from outside shall be de-ported.
11. Income tax shall be deducted from the bills as per the present tax rules of Central Govt.
12. The contractor shall ensure all the safety measures during the execution of work and in case of any mishap, all financial liabilities shall be borne by the contractor.
- ~~13. Workmen deployed for the work should be covered under insurance as per workmen compensation Act. Expenditure on this account shall also be borne by the contractor.~~
14. The contractor shall not be allowed to construct their labour huts in reserve forest area and under no circumstances the labour shall cut the forest trees.
15. The contractor shall provide persons with good manners who would perform the job as directed by Engineer-in-charge or his authorized representatives. In case, it is found that the behavior of the personnel is not up to the mark, such persons shall be removed immediately from the site. The deputed persons shall not indulge in any unlawful activities in and around the project areas.
16. The contractor shall indemnify and keep indemnified the Corporation against all losses and claims for death, injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the works during the contract period and also against all claims, demand proceedings damages costs, charges and expenses whatsoever in respect of or in relation thereto and such liabilities shall include claims/ compensations of the third party.
17. All other rules of Govt. of Sikkim should be maintained.
18. The contractor shall ensure that present roads and paths are kept open for which he shall have to deploy additional work force / machinery and nothing extra on this account shall be paid to him.
19. If water is met within the excavation due to spring, seepage's, rain or other causes it shall be removed by suitable diversions, punning or bailing out and the excavation kept dry wherever so required or as directed by Engineer-in-charge. Care shall be taken to discharge the drained water as not to cause damage to the work, crops or any other property in the vicinity.



20. The progress of the work by the contractor shall be reviewed after fortnight of award. In case it is not found satisfactory, the contract agreement shall be terminated.
21. The contractor shall not sublet / transfer or assign the job to other parties, without the prior approval of the competent authority.
22. NHPC reserves the right to reject any or all the tenders without assigning any reason and are not bound to accept the lowest tender.
23. SST 2% shall be deducted from the gross bill of the contractor. Any change/ reduction in SST rate shall be credited to NHPC A/C OR refund will be deposited to NHPC A/C.
24. **The rates should be inclusive of EPF, Service Tax & Insurance. However, contractor has to submit the proof Payment of EPF & Insurance and service tax at the time of RA / Final bills. The contractor has to ensure that payment of wages to contract labourers is made preferably through account payee cheque /ECS.**
25. All materials are to be arranged and to be supplied by the contractor.
26. Contractor are instructed to comply with all applicable mandatory legal requirement in supplying of goods/ providing services to Teesta-V Power Station, NHPC Ltd Singtam relating to environment and occupational health and safety.
27. The detailed technical specification is attached for successful execution of work, However the above specification is only for guidance purpose. The actual methodology / technical specification may be varied / change as per requirement of work. The decision of Engineer-In-Charge shall be final and binding.

**For contractual purpose English version shall prevail.**

**Manager (E) - P&C**

DECLARATION/UNDERTAKING

A) I/ We confirm that the provisions of Micro, Small & Medium Enterprises are applicable / not applicable to us and our organization falls under the definition of :

- i) { } - Micro Enterprises
- ii) { } - Small Enterprises
- iii) { } - Medium Enterprises

(please tick in the applicable option box ( ) and attach documents/ certificate , if any

B) I/ We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

For & on behalf of .....

Signature .....

Name .....

Designation .....

Station :.....

Date .....

DECLARATION/ UNDERTAKING

I/We Declare that the information provided furnished with the BID document for the work “Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”is correct in all respect. There is no alteration or misappropriation in the original BID document as issued. I/ We further declare that if any alteration and misappropriation in the tender document is found the Employer may take the appropriate action as per NIT Condition

For & on behalf of.....

Signature .....

Name .....

Designation.....

Station.....

Date:.....

**NHPC Limited**  
(A Government of India Enterprises)



**PRICE BID**

**Name of work:- Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014.**

**Proc. & Contract Complex  
Teesta - V Power Station, Balutar  
Singtam, East Sikkim-737134.**

**SCHEDULE OF QUANTITY****Name of work : “Conduct Hydrographic Survey of Teesta-V Reservoir for the year 2014”**

Sl. No.	Description	Unit	Qty	Rate in Fig. (in ₹)	Rate in words (in ₹)	Amount (in ₹)
1	Hydrographical and topographical survey of reservoir of Teesta-V Power Station for preparation of river cross sections from Dam axis to tail of reservoir extending on both the banks 5m above FRL including control survey complete. The spot levels to be taken at intervals of 5m or less/as per change in ground profile.	Nos	33			
2	Preparation of drawings in Auto CAD output/compatible software in hard copy as well as soft copy as per the following details: (a) Plan from Dam axis to tail of Reservoir showing the views of important features/structures/cross-section lines, location of survey pillars. Coloured Drawings to be submitted in A0 size. (Scale 1:5000/fitting to A0 size). One soft copy in CD-ROM and 3+1 Hard copy.	SET	1			
3	Preparation of drawings in Auto CAD output/compatible software in hard copy as well as soft copy as per the following details:(b) Cross-section of Reservoir area showing co-ordinates, MSL, WL in the datum line, water level with date of survey. Coloured Drawings to be submitted separately for each section in scale of 1:200/1:250, (3+1 prints for each section and one CD ROM for all the sections)	SET	33			
	<b>Total Rs.</b>					

Manager(P&amp;C)

